

FOR REAL ESTATE, CHATTEL OR BOTH

GENE HARDIN, ET UX
To DEED OF TRUST
JAMES W. SIMMONS, ET UX

THIS INDENTURE, Made this 13th day of March, 1975,
between Gene Hardin and wife, Lina M. Hardin,

of the first part,
and James W. Simmons and wife, Mary L. Simmons, of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of \$10,000.00 due and repayable in 12 equal amortized monthly installments of \$869.89 each, interest to accrue at the rate of 8% per annum, the first installment to be due on or before the 15th day of April, 1975 and one installment due on the same day of each month thereafter until paid in full,

~~and my further intent that the party of the second part may furnish the party of the first part during the year 1975 and in annual payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Dudley B. Bridgforth, Jr., Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on the land, and all the crops of every kind and every species of every kind and family, or any lands working with or under the said lands as farmed or otherwise during the year 1975 on the land that may be cultivated, or cause to be cultivated, as farmed or otherwise and all the improvements of every kind and~~

Lot 60, Section "C", Summers Hill Subdivision situated in Section 26, Township 1, Range 7 West, DeSoto County, Mississippi as per plat recorded in Plat Book 5, Page 44-46, Chancery Clerk's Office, DeSoto County, Mississippi to which reference is expressly made.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before due date without penalty. Failure to make any installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness as aforesaid, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part, their

Witness our signature 5 the date written above. Gene Hardin
Lina M. Hardin

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Gene Hardin and wife, Lina M. Hardin

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 13 day of March, 1975
My Commission Expires: 5-4-77 (SEAL) Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me: one of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee, that he had

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 50 minutes A. M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 1 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.
Fees \$ 3.00 and.
SEAL H. P. Ferguson, CLERK

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST executed this 20th day of February, 1975, by and between Bradley Mortgage Company, Now, FIDELITY MORTGAGE COMPANY, a Mississippi Corporation, called Assignor, and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF MERCER COUNTY, called Assignee,

FOR VALUE RECEIVED, the within instrument is hereby transferred, assigned and conveyed to Assignee, together with the property described therein and the debt secured thereby, said instrument being recorded in the records of the Office of the Chancery Clerk of DESOTO COUNTY, Mississippi, and duly identified as follows:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
EADS, David A. and wife, Judy Kay	June 29, 1973	162	234

IN WITNESS THEREOF, the undersigned has executed this assignment through its Vice President, and has caused its corporate seal to be thereunto affixed.

ATTEST:


Edna Kirby
 Assistant Secretary

FIDELITY MORTGAGE COMPANY

By: *Robert Denny*
Senior Vice President

STATE OF MISSISSIPPI)

COUNTY OF HINDS)

BEFORE ME, the undersigned, a Notary Public in and for the afore-said County and State, personally appeared the within named Robert O. Denny and Edna Kirby, who acknowledged that they as Senior Vice President and Assistant Secretary, respectively, of and for and on behalf and by authority of FIDELITY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, signed the above and foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of February, 1975

My Commission Expires:
9-23-78

Mabel Reddin
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 50 minutes A. M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 2 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees 2.50

H. P. Ferguson, CLERK

CHANCERY TRUST DEED

THIS INDENTURE, made this the 13th day of March, 1975, between GAINES EUGENE OSBORNE and wife, SUE R. OSBORNE, Party of the First Part, and FIRST NATIONAL BANK, Southaven, Mississippi, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), with interest from date at the rate of Ten percent (10%) per annum, repayable on or before Ninety (90) Days from date, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 784, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 129, Page 216, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein oncfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 13th day of March, 1975.

Gaines Eugene Osborne, Gaines Eugene Osborne

Sue R. Osborne, Sue R. Osborne

STATE OF MISSISSIPPI, COUNTY OF DESOTO

Before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Gaines Eugene Osborne and Sue R. Osborne, did personally appear and acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 13th day of March, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1978

Letha M. Braxwell, Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 3 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.

2.50

H. P. Ferguson, CLERK

191 PAGE 314

THIS 30 DAY OF Sept. 1975

H. S. Ferguson

CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Billie Bennett, Jr. and wife Patricia M. Bennett To DEED OF TRUST First National Bank, Southaven, Mississippi

THIS INDENTURE, Made this 6th day of March 19 75 between Billie Bennett, Jr. and Patricia M. Bennett, Party of the first part, and First National Bank, Southaven, Miss., Party of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Eleven Thousand Two Hundred Thirty-Seven and 40/100 Dollars (\$11,237.40), which includes principal and interest, repayable in 60 equal installments of \$187.29 each, beginning April 8, 1975, and due the 8th day of each month thereafter until paid in full,

and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Edwin C. Hardin Trustee, the part Y of the first part has S this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi.

Lot 722, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 138, Page 467, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before maturity then this instrument is to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above. Billie Bennett, Jr. Patricia M. Bennett

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me Bobbie M. Braswell, a Notary Public of said County, the within named Billie Bennett and Patricia M. Bennett

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 6th day of March 19 75. Bobbie M. Braswell Notary Public

STATE OF MISSISSIPPI DeSOTO COUNTY.

Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named, subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 4 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 17 day of March 1975.

Fees 2.50

H. S. Ferguson, CLERK

CANCELLED BY AUTHORITY DEPOSITED IN BOOK
317 PAGE 262
THIS 13 DAY OF June 1984
H. G. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between L. E. DUNLAP AND WIFE,
JULIA B. DUNLAP

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWO THOUSAND AND NO/100----- DOLLARS
(\$ 2,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 11.00 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Payable in 36 monthly installments of \$68.29 each, the first of said
installments being due and payable on the 15th day of March, 1975,
with a like installment being due and payable on the 15th day of each
successive month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO
State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point in the southwest corner of the H. L. Berryhill, et ux,
13.0 acre tract, said point being where the west line of said tract intersects
the center line of Dunn Lane in Section 16, Township 2, Range 6 West; thence
east along the south line of said 13.0 acre tract a distance of 300 feet to a
point; thence north and parallel with the west quarter section line a distance
of 210 feet to a point; thence east and parallel to the south boundary of said
13.0 acre tract a distance of 210 feet to a point; thence north and parallel to
the said west quarter section line a distance of 150 feet to a point; thence
in a southwesterly direction a distance of 510 feet to a point, said point
being in the west line of said quarter section and 160 feet north of the
southwest corner of said 13.0 acre tract; thence south along the west line
of said 13.0 acre tract a distance of 160 feet to the point of beginning, containing

2.0 acres, more or less, all in Section 16, Township 2, Range 6 West, and being the same land heretofore conveyed to Van D. Hill, et ux, by H. L. Berryhill, et ux, by deed recorded in Book 58, Page 499, of the Land Deed Records of DeSoto County, Mississippi. LESS AND EXCEPT any part of that certain property described in Warranty Deed recorded in Book 67, Page 118, that is a part of the above described tract of land; and LESS AND EXCEPT 1/2 acre of land conveyed to Mayard C. Perkins, et ux, by Warranty Deed recorded in Book 72, Page 299.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in some reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 3rd day of February 1975.

L. E. DUNLAP *L. E. Dunlap*
 JULIA B. DUNLAP *Julia B. Dunlap*
 JULIA B. DUNLAP

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named _____ who severally acknowledged that they

L. E. Dunlap and wife, Julia B. Dunlap

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of February 19 75.

My Commission Expires: *11/1/76*

J. J. Lewis
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 5 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.

5.00

H. P. Ferguson
 CLERK

CERTIFICATE OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That FBS Financial, Inc., having its principal place of business at Minneapolis, Minnesota, does hereby release that certain Trust Deed

executed on March 14, 1969 by Leonard Dunlap and Julia Dunlap to Solmica of the South which was recorded in the office of the Clerk in and for the County of DeSoto and State of Mississippi on the 20th day of March, 1969 in book 108 of Book of Deeds on page 335 as Document #

URGENT - DO NOT DESTROY FILE THIS RELEASE PROMPTLY WITH THE COUNTY RECORDER AND CLEAR THE LEGAL TITLE TO YOUR PROPERTY OF THIS INDEBTEDNESS.

The recorder of said county is hereby authorized and directed to discharge the same upon the record thereof, according to the statutes in such case provided.

IN WITNESS WHEREOF, The undersigned corporation has caused these presents to be executed in its corporate name by its Vice President and its Assistant Secretary and its corporate seal to be hereunto affixed this 3rd day of March, 1975

Signed and sealed in the presence of

M. Nelson K. Holmes

FBS FINANCIAL, INC. Formerly IDS Credit Corporation

By J. Amelse (VICE PRESIDENT) By C. J. Sadek (ASST. SECRETARY)

STATE OF MINNESOTA)) SS COUNTY OF HENNEPIN)

On this 3rd day of March, 1975 before me, a notary public, appeared J. Amelse and C. J. Sadek to me personally known, who, being by me duly sworn, did say that they are respectively the Vice President and Assistant Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.



Elaine Elich Notary Public, Hennepin County, Minn. My Commission Expires July 9, 1975.

FORM 980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 8 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

206 PAGE 721
16 DAY OF Dec. 1976

H. D. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Deed Estate T 15 Book
No. 184 431
This the 7 day of April 19 25
H. D. Ferguson, Clerk

STATE OF MISSISSIPPI X
X
COUNTY OF DESOTO X

SECOND DEED OF TRUST

FOR AND IN CONSIDERATION of ONE (\$1.00) DOLLAR to us
JIMMY PAYNE and wife, JO ANN TENNISON PAYNE, in hand paid by
ANTHONY T. FARESE, Trustee, and the further consideration
hereinafter set out, we have Bargained, Sold and Conveyed
and by these presents do Bargain, Sell and Convey to the
said Trustee the following land and property located and
situated in DeSoto County, Mississippi, described as follows,
to-wit:

- Tract No. 1 -

Part of the Northwest Quarter of Section 2, Township
3, Range 7 West, described as: BEGINNING at the
intersection of the South right-of-way of Byhalia
Road and the East line of the Northwest Quarter of
Section 2, Township 3, Range 7 West; thence South
along said East line and also being the West line
of the Wood Tract 660 feet to a point; thence West
and parallel to said road right-of-way 165 feet to
the Saunders Tract; thence North along said Saunders
East line 660 feet to a point in the South right-of-
way of said road; thence Easterly along said right-
of-way 165 feet to the point of beginning and contain-
ing 2.5 acres, more or less.

- Tract No. 2 -

Part of the Northwest Quarter of Section 2, Township
3, Range 7 West, DeSoto County, Mississippi, described
as: BEGINNING at a point in the East line of the North-
west Quarter of Section 2, Township 3, Range 7 West,
said point being 660 feet South of the South right-of-
way of Byhalia Road and in the West line of the Wood
Tract; thence South along said Wood West line 154 feet
to the Southwest Corner; thence Southwesterly 275.0 feet
to a point in the East line of the Saunders Tract; thence
North along said Saunders East line 374 feet to a point,
said point being 660 feet South of the South right-of-
way of Byhalia Road; thence East 165 feet to the point of
beginning and containing 1.0 acres, more or less.

- Tract No. 3 -

A part of the North Half of Section 2, Township 3,
Range 7 West DeSoto County, Mississippi and being
more particularly described as: BEGINNING at the
Southwest Corner of the Northeast Quarter of Section 2,
Township 3, Range 7 West; thence West along South line

10

of the Northwest Quarter of said Section 165 feet to a point, said point being the Southwest Corner of the Russell Tract; thence North along the West line of said Russell Tract 1606 feet, more or less, to the Southwest Corner of the Cook lot; thence Northeasterly along said Cook South line 275 feet, more or less, to the Southwest Corner of the Woods Tract; thence Easterly along said Woods South line 1650 feet, more or less, to the Northeast Corner of said Russell Tract; thence Southwardly along said Russell East line 1241.6 feet, more or less, to the Northeast Corner of the Hammack Tract; thence Westerly along said Hammack North line 1120 feet to the Northwest Corner; thence South along said Hammack West line 544.5 feet to a point in the South line of the Northeast Quarter of said Section; thence West along said South line 530 feet, more or less, to the point of beginning and containing 60 acres, more or less.

THIS IS A SECOND DEED OF TRUST, junior and inferior to a First Deed of Trust in favor of Production Credit Association, Memphis, Tennessee, which is recorded in Trust Deed Book No. 144, at page 139 in the office of the Chancery Clerk of DeSoto County, Mississippi.

And we warrant title of said property against the lawful claims of all persons whomsoever; in trust, however, to secure the following indebtedness, to-wit:

Our joint Promissory Note of even date in favor of Frank Gandy in the principal amount of Thirty-Five Thousand (\$35,000.00) Dollars, bearing interest from date at seven (7%) percent per annum and the principal and interest payable in annual installments as set out in said Note, the last payment due on or before the 12th day of March, 1985.

Now, if we shall on or before the due day of said Note next, pay such indebtedness in full, with all interest then due, then this conveyance shall be void, but should we fail to pay the same on or before the due day of said Note next, or any part thereof, then the said Trustee shall take possession of said property for himself or agent, and proceed to sell the same, within lawful hours at public sale to the highest bidder for cash, in front of the East door of the Courthouse of said County, after having first advertised the time, terms and place of sale as prescribed by Section 89-1-55 of the Mississippi Code of 1972. The proceeds of said sale to be first applied to the payment of said indebtedness and the making and executing of this trust; the balance, if any, as the law requires.

In case of death or failure of said Trustee to act, the said FRANK GANDY or any legal holder of this Note, shall have the power to substitute some other person to execute this trust, by writing under their hand.

WITNESS our hands and seals this 12th day of March, 1975.

James E. Payne
JAMES E. PAYNE

Jo Ann Tennison Payne
JO ANN TENNISON PAYNE

STATE OF Mississippi X
COUNTY OF Benton X

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, the within named JIMMY PAYNE and wife, JO ANN TENNISON PAYNE, who, after being by me first duly sworn according to law, on oath acknowledged that they signed and delivered the above and foregoing Second Deed of Trust on the day and year therein mentioned as their act and deed.

Given under my hand and seal, this 12th day of March,



Louis P. Poff
NOTARY PUBLIC

My Commission Expires: July 1, 1977

STATE OF MISSISSIPPI, BENTON COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes 4 M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 9 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees \$ 4.50 pd.

SEAL H. P. Ferguson CLERK

IN CONSIDERATION OF Ten Dollars, in hand paid I, Van L. Irby Convey and warrant
to Larry O. Lewis Trustee, the following described
property in DESOTO County Mississippi, to-wit:

19.5 Acres in the northeast quarter of Section 16, Township 3, Range 9 West described as beginning at a point 40 feet south and 335.5 feet east of the northwest corner of the northeast quarter of Section 16, Township 3, Range 9 West (which point is the northeast corner of the Edwin Wright Irby tract); thence with the south line of State Highway 304 east 335.5 feet to a stake; thence south 4 45' east 957.02 feet to a stake in the southwest corner of Dees 3 acre tract; thence north 84 24' east 456.08 feet to Dees southeast corner; thence south 4 45' east 945.48 feet to William Blount Irby, III's northeast corner; thence west 522.10 feet to Edwin Wright Irby's southeast corner; thence north 784.36 feet to a point; thence west 269.75 feet to a point; thence north 1,100 feet to the point of beginning and containing 19.5 acres. This deed is subject to rights of way and easements and subdivision and zoning regulations in effect in DeSoto County. This is a part of the land conveyed to the parties by deed as recorded in Book, 74, page 449 in the office of the Chancery Clerk of DeSoto County, Miss.

and also all crops of cotton, cotton seed, corn and other produce raised and produced upon the said lands during the year 19____ and upon any other lands cultivated during the year 19____, by him or them.

IN TRUST to secure payments of One notes, of this date, in favor of Citizens Bank and Trust Co., Sledge, Mis. as follows:
(\$8562.96) Eight Thousand Five Hundred Sixty Dollars, due on 10 day of Each Month for 36 19____
Two and 96/100 Dollars, due on ____ day of Months beginning 19____
Dollars, due on ____ day of April 10, 1975 19____
Dollars, due on ____ day of ____ 19____

Bearing 10 per cent interest from Maturity and attorney's fees therein provided for, and also to secure any further or other amounts that may be furnished by Citizens Bank and Trust Co.

Van L. Irby during the continuance of this Deed of Trust, and not mentioned herein, said amounts so furnished may be evidenced either by note or open account upon the ledger of ____ due on the ____ day of ____ 19____;

and also to secure any amounts paid to protect this security in insurance, taxes or other liens, on which amounts Van L. Irby agrees to pay interest at the rate of 10 per cent per annum.

If each of said notes and all other amounts, due hereunder, are paid at maturity this trust is to be void; but if either of said notes or any other amount herein provided for are not paid at maturity, the Trustee herein may take possession of the personal property, and sell the same at public outcry, for cash, at some public place in said county, after giving ten days' notice of the time, place and terms of sale by posting written notices at three public places in the County in which the property is located; the said Trustee shall sell the land at public outcry, for cash, in front of the Court House door, in the County in which the land is located, after giving notice of the sale by advertisement, for three consecutive weeks preceding such sale, in a newspaper published in the County, and by posting one notice at the Court House of the County where the land is situated for three consecutive weeks preceding such sale. Out of the proceeds of sale, he shall pay the expense of executing this Trust, including the attorney's fees named in said note, the indebtedness herein secured, and the balance to grantor herein.

If any note or other indebtedness herein secured shall not be paid at maturity, the entire indebtedness herein provided for shall become due and payable at once. If the Trustee or beneficiary under this Trust shall at any time believe any of the property herein conveyed endangered as security by remaining in his possession, the Trustee may take possession of same and hold until the indebtedness is fully paid.

Citizens Bank and Trust Co. or the legal holder of said indebtedness, may, whenever desired, appoint another Trustee, or any succeeding Trustee, in place of the original Trustee, and the one so appointed shall be invested with all the power and authority herein conferred on the original Trustee.

____ agree to keep the improvements on the property insured against loss by fire in any amount equal to the full insurable value hereof, payable in event of loss, to ____ and failure to do so will authorize the foreclosure of this instrument in the method above provided, although the due date of said indebtedness has not arrived.

WITNESS My signature, this the 10th day of March 1975

Van L. Irby

STATE OF MISSISSIPPI,
DeSoto County.

Personally appeared before me Van L. Irby of said County, the above named and delivered the foregoing Trust Deed on the date named therein, who acknowledged that he signed

Given under my hand and seal of office, this 10th day of March 1975

Flourie R. Faust
Notary Public

My Commission expires Dec 11-1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock AM on the 14 day of March 1975, and that the same has been recorded in Book 184 Page 12 of the PUBLIC RECORDS OF DEEDS, ESTATE TRUST DEEDS

12 March 1975

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven
of Southaven, Ms. 38671 the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of October 1972, made and executed by Edward Reese Sharp
of Nesbit, Ms. 38651 to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 149 on page 109
of the Record of Trust Deeds, on the 10th day of October A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

FIRST NATIONAL BANK OF SOUTHAVEN
BY: [Signature]
Gerald R. Taylor, Asst. Vice President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Notary Public
as ASST. VICE PRESIDENT and for and on behalf of First National Bank of
in and for County and State aforesaid, Gerald R. Taylor Southaven,
who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of March A. D. 19 75

[Signature]
Notary Public
5-7-77 My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 14 day of March 1975, and that the same has been
recorded in Book 184 Page 13 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 180 at Page 337

of the record of deeds or deeds of trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi 39205, when it has been executed.

THIS the 11th day of March, A.D., 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,
JACKSON, MISSISSIPPI, a Corp.

BY: G. R. Munton, Jr.

BY: Harold A. Hogue

STATE OF Mississippi
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Controller and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a Corporation, who acknowledged before me that they each signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 11th day of March, A.D., 19 75



[Signature]
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 409

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 13 day of March 1975, and that the same has been recorded in Book 184 Page 14 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.

Fee \$ 2.50

H. P. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Paul Clifton and Lenora Clifton, Grantors

THIS INDENTURE, Made this 10th day of March 1975 between Paul Clifton and Lenora Clifton

To DEED OF TRUST Emma Glenn Daniel and Fannie Mae Cummings, Beneficiaries

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Twelve Thousand and No/100 (\$12,000.00) Dollars, as evidenced by a promissory note of even date bearing 6% interest per annum, due and repayable in three equal annual installments of principal and with the interest on the unpaid balance due with each installment, with the first annual installment due on or before March 10, 1976,

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Mills E. Barbee Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agreement...

The Southeast Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 9 West containing 40 acres, and a 30 foot strip for ingress and egress from Baldwin Road East along the north line of the Southwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 9 West.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then lawfully take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the day of March 1978, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature: Paul Clifton, Lenora Clifton

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Paul Clifton and Lenora Clifton

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 10th day of March 1975. My commission expires: (SEAL) MARCH 24, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY. of said County, this day personally appeared the above named

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 14 day of March 1975, and that the same has been recorded in Book 184 Page 15 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees \$ 2.50 H. P. Ferguson, CLERK

Paid, Satisfied and Cancelled This 15 day of March 1975 Mills E. Barbee Trustee Attest H. P. Ferguson Chancery Clerk S. B. W. McLean, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

For value received, this Deed of Trust and the note secured by same are hereby transferred and assigned to A. W. Burchillon WITHOUT RECOURSE THIS March 14, 1975. The Hernando Bank, Hernando, Miss. Chairman

N. C. FERGUSON
To DEED OF TRUST
THE HERNANDO BANK

THIS INDENTURE, Made this 4th day of March 1975
between N. C. FERGUSON
and THE HERNANDO BANK

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Two Thousand, One Hundred Sixty-six and 59/100 Dollars (\$2,166.59), with interest thereon, as provided in said note of even date herewith, and being due and repayable on or before one year from date.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed the amount of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by William L. Bone, Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural property of any kind that is or may hereafter be located, and all the crops of every kind to be grown by the party of the second part on the land that is or may hereafter be cultivated or sown to be cultivated as described in the deed and other instruments of every kind and

This Deed of Trust is secured by the lands situate in the Town of Hernando, DeSoto County, Mississippi, described as follows, to wit:

Town Lot 233, and the east six (6) feet of Town Lot 234, less and except the south fifty (50) feet of the east thirty-two (32) feet of Lot 233, as described in Deed Book W, Page 430, and Deed Book 14, Page 514, in the office of the Chancery Clerk of DeSoto County, Mississippi, and as shown on the official map of the Town of Hernando, Mississippi, on file in the office of the Chancery Clerk of said County, with said lots being situate in Section 13, Township 3 South, Range 8 West.

A failure to pay the indebtedness when due shall operate to cause the entire unpaid indebtedness, together with interest thereon, to become immediately due and payable at the option of the owner and holder of said Note.

The Grantor herein reserves the right to pay any part of or all of the above indebtedness before maturity without penalty.

It is understood and agreed and the Grantor warrants that this is a good and valid second mortgage on the above described properties, second and subordinate to that certain Deed of Trust given by the Grantor herein to the Security Bank of Hernando, dated June 11, 1973, as of record in Trust Deed Book 160, Page 621, in the office of the Chancery Clerk of DeSoto County, Mississippi. It is further agreed that the Grantor herein will not further encumber the security herein without the express written permission of the lender or endorser of the note of even date herewith.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the ~~stated~~ due date above set forth, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, its assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.
Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named N. C. Ferguson

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 14th day of March 1975
My Commission Expires Jan. 7, 1978 (SEAL)
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
I certify that the within instrument was filed for record at 3 o'clock
no minutes P. M. 14 day of March 1975, and that the same has been
recorded in Book 184 Page 16 records of REAL ESTATE TRUST DEEDS

Witness my hand and official seal this 17 day of March 1975.
H. P. Ferguson

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Claude Adolph Miller, Jr. and wife Marilyn Miller

For the use and benefit of:

Avco Financial Services, Inc.

On the 23rd day of June, 1970, and recorded in Trust Deed Book 118,
Page 173, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 12th day of March, 1975.

Avco Financial Services

William E. Thomas Jr.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County,
and State, William E. Thomas Jr., who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Virginia B. [Signature]
Notary Public

My Commission Expires August 21, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
40 minutes A. M. 14 day of March 1975, and that the same has been
recorded in Book 184 Page 17 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees \$2.50 pd.

SEAL

H. P. Ferguson CLERK

18
DIVERSIFIED DEVELOPMENT COMPANY,
GRANTOR

TO

ASSIGNMENT

S. & W. CONSTRUCTION COMPANY OF
TENNESSEE, INC. GRANTEE

For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Diversified Development Company acting by and through its authorized officers hereby grant, sell, assign, set over and deliver all the right, title and interest it does have in and toward that certain promissory note dated the 1st day of September, 1970 from Signal Utility Company to Diversified Development Company and S. & W. Construction Company of Tennessee, Inc., being in the principal amount of Eight Hundred Sixty Four Thousand Dollars (\$864,000.00) along with any and all interest it has in that certain deed of trust securing said indebtedness, being of same date and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Real Estate Trust Deed Book Number 125, at Page 103.

WITNESS our signature and seal this the 28th day of February, 1975.

DIVERSIFIED DEVELOPMENT COMPANY

By: Ross L. Franks
President

ATTEST:

George S. McIngvale
Secretary

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, Ross L. Franks and George S. McIngvale as President and Secretary respectively of Diversified Development Company, who acknowledged that they signed and delivered the above and foregoing Assignment on the day and date therein mentioned as their free and voluntary act and deed for and on behalf of said Company and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 28th day of February, 1975.

Ross L. Franks
Notary Public

My Commission expires:

My Commission Expires April 15, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the above instrument was filed for record at 4 o'clock no minutes P. day of March 1975, and that the same has been recorded in Book 184 Page 18 records of REAL ESTATE TRUST DEEDS of said County.

17 day of March 1975.

2.50

H. P. Ferguson CLERK

H. J. Ferguson
CHANCERY CLERK

REAL ESTATE DEED OF TRUST

THIS INDENTURE made this the 1st day of March, 1975, between
Hernando United Methodist Church, of Hernando, Mississippi, acting by J. O. Thompson,
J. F. Conger, J. E. Lauderdale, Gerald Chatham, M. W. Jones, Jr., and P. C. Holmes, Jr.,
being its duly authorized and empowered Trustees, and joined in by H. Bufkin Oliver,
its Pastor, PARTY OF THE FIRST PART, and Board of Missions of the North Mississippi
Annual Conference of The United Methodist Church, a Mississippi Corporation, with
Post Office address of Drawer U., Grenada, Mississippi, PARTY OF THE SECOND PART,

WITNESSETH, That whereas said First Party being indebted to said Second Party
in the sum of Ten Thousand Dollars (\$10,000.00) evidenced by its one note of even
date with this instrument for said amount, executed by its aforementioned officials, and
being due and payable in ten equal installments of principal in the amount of
\$1,000.00 each, with one of said installments due on or before one, two, three, four,
five, six, seven, eight, nine, and ten years after date, respectively, and with each
of said installments bearing interest at the rate of seven and one-half (7½%) per annum,
payable annually, from date until paid, said interest being payable annually on the
total unpaid principal balance, and said First Party having agreed to secure the
prompt payment of said note according to its terms when due:

THEREFORE, in consideration of the premises and of the sum of One Dollar to
First Party paid by W. R. Lott, Jr., Trustee, of Grenada, Mississippi, First Party
has this day granted, bargained, sold, and conveyed to said Trustee, the following
described property, located in the County of DeSoto, and State of Mississippi, viz:
The lands situated in the Town of Hernando, DeSoto County, Mississippi, and more
particularly described as follows, to-wit:

The East Part of Lot No. 412 of the Town of Hernando, Mississippi, as the same is
shown by the official map of said Town on file in the Chancery Court Clerk's Office,
DeSoto County, Mississippi, being situated in Section Thirteen (13), Township Three (3),
Range Eight (8) West, DeSoto County, Mississippi, and being more particularly described
by metes and bounds, as follows, to-wit:

Beginning at the Northeast corner of said Lot No. 412; thence South along the East
line of said Lot, 147 feet to the South line of said Lot; thence West along the South
line of said Lot, 121.4 feet to a point; thence North and parallel to the East line of
said Lot, 147 feet to a point in the North line of said Lot; thence East along said
North line, 121.4 feet to the point of beginning, and as said lands are shown by Survey
Plat of J. E. Lauderdale, C. E., dated April 17, 1963, and together with the Church
Parsonage located upon said lands. And being the same property conveyed to First Party
by Warranty Deed from Juanita Gaines Smith and husband, said deed being dated April 22,
1963, and of record in Book 55, Page 155 of the Deed Records of said County.

First Party warrants title to said property as free and unencumbered in it and
that this is a first lien against the same.

First Party understands and agrees that it shall keep the aforementioned Church parsonage located upon said lands insured in Companies satisfactory with Second Party, and in a sum not less than the principal sum remaining unpaid on the aforementioned note, and with said insurance policy to carry proper mortgagee clause in favor of Second Party.

The aforementioned note provides, and First Party hereby agrees, that should any installment of principal, or annual interest, remain unpaid for sixty days after the same shall become due, then the entire principal sum then unpaid shall at the option of the obligee of said note become due and payable immediately.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as hereinbelow directed. Should First Party promptly pay the above stated indebtedness and carry said insurance, all in the manner hereinbefore provided, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place, and terms of sale by advertisement according to law in DeSoto County, Mississippi, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, said surplus shall be refunded to First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, Second Party, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS the signature of First Party, by its duly authorized Trustees, and by its said Pastor, the date written above.

HERRANDO UNITED METHODIST CHURCH

BY

[Signature]
J. O. Thompson, Trustee

[Signature]
J. F. Conger, Trustee

[Signature]
J. E. Lauderdale, Trustee

[Signature]
Gerald Chatham, Trustee

[Signature]
M. W. Jones, Jr., Trustee

[Signature]
V. C. Holmes, Jr., Trustee

[Signature]
H. Burklin Oliver, Pastor

State of Mississippi,
County of DeSoto.

This day personally appeared before me, the undersigned Notary Public in and for said County and State, the within named, J. O. Thompson, J. F. Conger, J. E. Lauderdale, Gerald Chatham, M. W. Jones, Jr., and F. C. Holmes, Jr., all Trustees of Hernando United Methodist Church, of Hernando, Mississippi, and also H. Bufkin Oliver, Pastor of said Church, who severally acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned, as the act and deed of Hernando United Methodist Church, after first being duly authorized and empowered to so do.

Given under my hand and seal of office, this the 17th day of March, 1975.

My Commission Expires:
My Commission Expires Jan. 7, 1978

Edw. H. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 20 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.
Fees \$ — pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

258 PAGE 53
THIS 16 DAY April 1980

H. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

E-172-SR

PREPARED BY:
SAM S. MARDOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

This Indenture made and entered into this 25th day of FEBRUARY, 1975
by and between

ISAAC CHARLES HALLIBURTON, JR. AND WIFE, SUSAN GAIL HALLIBURTON

of the first part, and DELTA TITLE COMPANY, Trustee, of the second part.
WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Shelby County, Tennessee, to-wit:

LOT 349, SECTION C, BROOK HOLLOW SUBDIVISION, as shown on plat of record in plat book 7, page 46, in Section 24, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforescribed real estate; that they have a good right to sell and convey the same; that the same is unincumbered.

and that the title and quiet possession thereof they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Trust Deed, and is made for the following uses and purposes, and none other: that is to say, the said parties of the first part are justly indebted to DELTA INVESTMENT COMPANY or the holder of the notes hereinafter mentioned,

in the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars, evidenced by A PROMISSORY NOTE OF EVEN DATE HERWITH, IN THE AMOUNT OF \$3,500.00, EXECUTED BY THE GRANTORS HEREIN, PAYABLE WITH INTEREST AT THE RATE OF 8%, PER ANNUM, AND PAYABLE IN MONTHLY INSTALLMENTS FOR PRINCIPAL AND INTEREST IN THE AMOUNT OF \$54.56, COMMENCING ON THE 25th DAY OF MARCH, 1975, and a like amount on the 25th day of each and every month thereafter to and including JANUARY 25, 1982 and the balance on FEBRUARY 25, 1982.

The property herein conveyed is encumbered by a lien of a deed of trust RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the rate of 6% per annum and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than \$ 3,500.00 against fire AND

EXTENDED COVERAGE in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the

property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which it is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the parties of the first part, their heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quit claim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, and sell the said property for cash to the highest bidder, free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the parties of the first part will pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: first to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property and collect the rents and profits therefrom with payment of such to the Trustee after default being full acquittance to the tenant, but the Trustee shall be required to account only for the net rents, received by him; and from and after the conveyance of said property under this Deed of Trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of \$ N/A per month, commencing with the date of delivery of the Trustee's Deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

Isaac Charles Halliburton, Jr.
ISAAC CHARLES HALLIBURTON, JR.
Susan Gail Halliburton
SUSAN GAIL HALLIBURTON

STATE OF TENNESSEE, COUNTY OF SHELBY {

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ISAAC CHARLES HALLIBURTON, JR. WIFE, SUSAN GAIL to me known to be the person described in and who executed the foregoing instrument, and acknowledged that They executed the same as THEIR free act and deed.

WITNESS my hand and Notarial Seal at office this 25th day of FEBRUARY 19 75.

My commission expires My Commission Expires Oct. 18, 1977

Lori Lusk
Notary Public

State Tax \$ 1.50
Clerk's Fee \$.50
Total \$ 2.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 4 day of March 1975, and that the same has been recorded in Book 184 Page 23 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 5.50 pd.

SEAL *H. P. Ferguson* CLERK

books 1, 3, 5, 9 & 17 Mcendon
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 257 Page 531
This 8 day of April 19 80

Lot 6, 24
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 255 Page 375
This 12 day of Feb 19 80
H. D. Ferguson Clerk

H. D. Ferguson
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 411 Page 629
This 20 day of August 19 87

Deed of Trust

To
MATTHEW W. WOOD, ET UX

Partial Release of this Instrument Recorded in
Real Est T/D Book
No. 351 Page 13
This 28 day of Oct 19 80
H. D. Ferguson

THIS DEED OF TRUST, Made and entered into this the _____ day of _____, 19 75
by and between R. L. Thompson

of the first part, hereinafter designated as the GRANTORS; William H. Russell,
Trustee of the second part, hereinafter designated as TRUSTEE; and Matthew W. Wood and wife, Betty
Taylor Wood of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
One Hundred Twenty Eight Thousand Nine Hundred Sixty Six and no/100--- DOLLARS
(\$ 128,966.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

In 13 equal annual installments of \$9,920.46 each together with interest at the
rate of seven and one-half percentum per annum, computed on the unpaid balance,
payable annually with installments of principal and with the first installment due on
March 13, 1976, with like installments due on the 13th day of each March thereafter
until paid in full.

~~AND WHEREAS the interest on the above described promissory note is to be paid by the Beneficiary, and providing
for attorney's fees for collection if not paid according to the terms thereof;~~

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically
described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors
this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey
and warrant unto the said Trustee, the following described land and property, together with all the hereditaments
and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used
in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating
apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, there-
upon situated and thereunto belonging, lying and being situated in the City or Town of _____
District of DeSoto County, State of Mississippi, and more particularly described
as follows, to-wit:

Part of Section 2, Township 4 South, Range 8 West, DeSoto County, Mississippi, more particularly
described as commencing at a point recognized as the northwest corner of Section Township 4
South, Range 8 West, DeSoto County, Mississippi; thence N 89°48'55" east 1,335.00 feet along
the north line of said section to a point (iron pin set 40.00 feet south) said point being the
northwest corner and the point of beginning of the described tract; thence north 89°48'55" east
1,335.00 feet to a point (iron pin set 40.00 feet south); thence south 01°36'29" east 5,312.37 feet
along the half section line of said section to an old gun barrel; thence north 89°52'22" west 2,576.
89 feet, along the south line of said section to an iron pin in the east right of way of Robertson
Gin Road; thence along the the east right of way of said road with the following calls:
N 01°51' 41" east 325.05 feet; a circular curve whose central angle is 04°07'57"
left radius is 2,399.30 ft; arc length is 173.05 ft; N02°16'16" W 740.14 ft.; N 01°
43'20" W 935.84 ft.;, N88°16'40" E 10.00 ft.; a circular curve whose central angle
is 16°42'45" right, radius is 592.81 ft. arc length is 172.92 ft.; N 75° 00'35" W 10.00 ft. N
14°59'25" E 202.77 ft/; a circular curve whose central angle is 08°01'10" left, radius
is 728.93 ft.; arc length is 102.03 ft.
To an iron pin; thence north 89° 57'12" E 1,181.93 ft. along the half section line of said section to
a 3 inch iron pipe; thence N 01°43'07" W 1,307.06 ft. to an iron pin; thence S 89°30'27" W 51.18
ft. to an iron pin; thence N 01°50'13" W 1,351.10 ft. to a point being the point of beginning,
containing 234.72 acres more or less.

Lot 20 Mcendon Place
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 334 Page 355
This 21 day of March 19 78
H. D. Ferguson

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 235 Page 643
This 21 day of Dec. 19 78
H. D. Ferguson

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 226 Page 843
This 22 day of June 19 78
H. D. Ferguson Clerk

Lot 15 Mcendon Place
Partial Release of this Instrument Recorded in
Real Est T/D Book
No. 351 Page 12
This 28 day of Oct 19 80
H. D. Ferguson Clerk

Lot 10, 23, Mcendon Place 510
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 281 Page 653
This 19 day of Mar. 19 82
H. D. Ferguson Clerk

Lot 10, 23, Mcendon Place 510
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 325 Page 599
This 14 day of Nov 19 84
H. D. Ferguson Clerk

Lot 10, 23, Mcendon Place 510
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 300 Page 575
This 19 day of July 19 83
H. D. Ferguson Clerk

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This is a second lien deed of trust, second and subordinate to that certain deed of trust appearing of record in real estate trust deed book 99, page 127, in the office of the Chancery Clerk of DeSoto County, Mississippi, which has been assumed by Party of the First Part. It is expressly provided that default in the payment of the indebtedness secured by the first lien of deed of trust shall constitute default on this deed of trust. Payments by Party of the First Party on the indebtedness secured by the first lien deed of trust shall be made through the beneficiaries of this deed of trust by forwarding check payable to the holder of said promissory note to the beneficiaries at least 10 days prior to the date said payment is due. The Beneficiaries under this Deed of Trust covenant to forward payment to the Beneficiary of the first lien deed of trust prior to the due date of each annual installment.

SEE ADDENDUM "A" ATTACHED HERETO AND RECORDED HEREWITH
FOR FURTHER PROVISIONS

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

R. L. Thompson
R. L. Thompson

STATE OF MISSISSIPPI

COUNTY OF DeSoto Shelby

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named R. L. Thompson

who severally acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 13 day of March 1975



Notary Public My Commission expires 1-16-77 9/25/1977

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named and

who severally acknowledged that they are and respectively of

a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the day of 19

Notary Public

My Commission expires

LAND Deed of Trust FROM TO

STATE OF MISSISSIPPI } Chancery Court County.

I certify that this Deed of Trust was filed for record in my office at o'clock M., on the day of 19 and was duly recorded the day of 19

Book No. on page in my office. Witness my hand and seal of office this day of 19

Chancery Clerk D. C.

ADDENDUM "A"

It is further agreed by and between the parties to the instrument, as follows, to-wit:

1. RELEASE CLAUSE: Acreage will be released from the lien of this Deed of Trust on the basis of 1 acre for each \$700.00 paid on the principal indebtedness evidenced by the promissory note by this instrument; provided, however, that acreage released shall be adjacent and contiguous to previously released acreage. Any acreage released shall commence at either Ranch Road or Robinson Gin Road, at the option of Party of the First Part and will extend the full depth of the property remaining unreleased from the lien of this deed of trust. No releases will be granted which would result in any of the remaining acreage "landlocked" and without frontage on a public roadway.

The Party of the First Part shall pay all costs incidental to obtaining partial releases of acreage under this instrument.

Party of the First Part hereby acknowledges that he has been advised that the First Lien Deed of Trust on the subject property contains no release provisions and the provisions for releases contained herein apply only to this deed of trust.

2. SUBSTITUTION OF COLLATERAL AGREEMENT: It is expressly provided that the promissory note evidencing the indebtedness secured by this deed of trust does not contain the right to prepay the annual installments. Provided, however, if the Grantor desires to obtain the release of lands in addition to that permitted in any calendar year by the payment of installments of principal as the same matures and are paid, the Grantor shall have the right to substitute security for the debt by pledging with the Trustee, or a Bank agreeable to both parties, collateral in the form of U.S. Treasury Notes or Certificates, Savings account, certificates of deposit (or other form of investment approved by both Parties) as security for the balance of the debt secured. In such event the interest earned by said substituted collateral shall be in lieu of the interest set forth in the promissory note and this deed of trust as to the amount so deposited as substitute collateral. Land will be released from this deed of trust on the basis of 1 acre for each \$700.00 in value pledged as collateral, provided other requirements as to release of land also contained in this deed of trust are met and satisfied.

3. If the Grantor elects to subdivide the above described property or any portion thereof, the holder of this deed of trust, their heirs or assigns, agree to join as mortgagee on the plat or plan of subdivision and approve the construction of streets and other improvements to be made on the property and join in any restrictive covenants to be imposed upon said lands, provided however, that the Beneficiaries or their assigns shall not be financially responsible for any improvements made on the land by the Grantor, his heirs or assigns.

R. T. Thompson
Party of the First Part, Grantor

Madison L. Wood

Betty Faylow Wood
Parties of the Third Part, Beneficiaries

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 17 day of March 1975, and that the same has been
recorded in Book 184 Page 25 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this 18 day of March 1975.
Fee 6.00
H. P. Ferguson, CLERK

H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Ray N. Rodgers, et ux

To { DEED OF TRUST
FAA Federal Credit Union
#9639, Memphis, Tennessee

THIS INDENTURE, Made this 14th day of March, 1975
between Ray N. Rodgers and wife, Wanda C. Rodgers

of the first part,
and FAA Federal Credit Union #9639, Memphis, Tenn. of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.00) evidenced by a promissory note of even date, bearing 9% interest, due and repayable in 120 equal amortized monthly installments of \$196.39 each, first of said installments due May 1, 1975 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

and any further amount that the party of the second part may furnish the party of the first part during the year to not to exceed payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. Mcingvale Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on the land; and all the crops of every kind to be grown by the party of the first part, and any hands working with or under the party of the first part, either as landlord or tenant or otherwise, during the year to on the land that may cultivate or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

10 acre tract known as the Cladie Spears property described as beginning at the Northeast corner of Section 5, Township 2 South, Range 7 West in DeSoto County, Mississippi; thence South 0 degrees 19 minutes 30 seconds West along the East line of the said Section 2,711.53 feet to the Half Section line; thence South 87 degrees 50 minutes West along the Half Section line 1,547.60 feet to a point; said point being the Southeast corner of the 10 acre tract and the point of beginning; thence South 87 degrees 50 minutes West along the Half Section line 486.20 feet to a point; thence due North 1,018.35 feet to a point; thence South 65 degrees 8 minutes 2 seconds East along the diagonal line to the Southeast corner of the said Half Section line 535.50 feet to a point; thence due South 774.79 feet to the point of beginning containing 435,600 square feet or ten (10) acres.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signatures the date written above.
Witness Wanda C. Rodgers

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Ray N. Rodgers and wife, Wanda C. Rodgers

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN under my hand and official seal, this 14th day of March, 1975

My Commission Expires: 5-1-78 (SEAL) Rebecca Kelly Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 25 minutes P. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 30 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 18 day of March 1975.

2.50 H. D. Ferguson, CLERK

Substitution of Trustee
 Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 266 Page 154
 This the 18 day of Nov. 1980
H.B. Ferguson Clerk

USDA-FHA
 Form FHA 427-1 MS
 (Rev. 7-1-73)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, the 17th day of March, 1975
 (Date)
 by and between the undersigned Dorothy Lee Nesbitt, a divorced woman,
 residing in DeSoto County, Mississippi, whose post office
 address is Rt. 1, Box 145 A., Nesbitt, Mississippi 38651,
 grantor(s), herein called "Borrower," and Aaron B. Goolsby, of Hernando, Mississippi,

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 17, 1975	\$18,720.00	8-1/8 %	March 17, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;
 And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

THE LANDS SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS, TO-WIT:

One (1) acre, in the shape of a rectangle, situated in the Northeast Quarter of Section Two (2), Township Three (3), Range Seven (7) West, and more particularly described by metes and bounds, as follows, to-wit:

FHA 427-1 MS (Rev. 7-1-73)

Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 422 Page 131
 This the 1st day of Dec. 1987
H.B. Ferguson Clerk

Beginning at a point on the South side of Byhalis Road that is 1408.5 feet West of the East line of said Section Two (2); thence South 4 degrees 30 minutes East 335.42 feet to a point; thence North 85 degrees 30 minutes East 130 feet to a point; thence North 4 degrees 30 minutes West 335.42 feet to the South line of Byhalis Road; thence South 85 degrees 30 minutes West 130 feet to the point of beginning, and as said lands are shown by Survey Plat of J. E. Lauderdale, C. E., dated November 20, 1973, and being the same lands conveyed to Dorothy Lee Nesbitt by Aaron Woods, by Deed of Gift of record in Book 112, Page 333 of the Deed Records of said County, and to which full reference is now made,
 BUT SUBJECT HOWEVER, to existing easements held by Miss. Power and Light Co., for electric circuit purposes, as shown on said Survey Plat, to all taxes for the year 1975, and to Zoning, Subdivision, and Building Regulations of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein—all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger, Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written

Dorothy Lee Nesbitt
Dorothy Lee Nesbitt, a divorced woman

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Chancery Court Clerk in and for said County and State, the within-named Dorothy Lee Nesbitt, a divorced woman,

who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 17th day of March, 1975.

(SEAL)

H. P. Ferguson
Chancery Court Clerk
(Title)

My Commission Expires: January 5, 1976

F.H.A. 5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A.M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 31 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

STATE OF MISSISSIPPI

Mortgagor Terry W. Jones
FHA/VA No. 281-071469-235
FNMA No. 1-41-803673-9

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on October 12th, 19 71, MELVIN H. SISK AND WIFE, MARY S. SISK executed a Deed of Trust to Thomas C. Farnsworth, Trustee, to secure a promissory note in the original amount of \$ 16,200.00, same being payable to Boyle Mortgage Company, said note being payable in monthly installments as set out in the Deed of Trust aforesaid which is of record in the Register's Office of De Soto County, Mississippi, in Book 134, Page(s) 75, to which reference is here made; and

WHEREAS, the Federal National Mortgage Association is the owner and holder of the note aforesaid, secured by the Deed of Trust aforesaid; and

WHEREAS, the said Thomas C. Farnsworth is unable to act as Trustee under said Deed of Trust.

NOW, THEREFORE, the Federal National Mortgage Association, pursuant to and in compliance with the authority contained in the Deed of Trust aforesaid, does hereby name and appoint C. A. Gafford as Substitute Trustee under said Deed of Trust, who is vested with all of the rights, powers and privileges of the original Trustee named in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosure property to the Administrator of Veterans Affairs or the Secretary of Housing and Urban Development, or whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested transfer of its bid to grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereto, that the Substitute Trustee was duly authorized and empowered to execute same.

WITNESS the execution hereof by the Federal National Mortgage Association, through its duly authorized Assistant Vice President, this 10th day of February 19 75.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: [Signature]

N. A. Owens, Assistant Vice-President

STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, M. M. Howard, a Notary Public within and for the State and County aforesaid, personally appeared N. A. Owens, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Assistant Vice President of the Federal National Mortgage Association, the within named party, a corporation, and that he as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Assistant Vice President.

Witness my hand and seal at office, this 10th day of February, 19 75

M. M. Howard
Notary Public, Georgia at Large

My Commission Expires: June 22, 1976
(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 25 minutes P. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 35 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 2.50

SEAL [Signature] CLERK

STATE OF Texas
COUNTY OF Shelby ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named Murray A. Spindel and Christine Spindel who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 4th day of March, 1975

My Commission expires: 15 1978 Robert B. Mann
Notary Public.

Compliments of
MID-SOUTH TITLE COMPANY, INC.
14 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM

TO

FOR THE USE OF

Trustee

STATE OF MISSISSIPPI
County of _____ } ss.

I, _____ Clerk
of the Chancery Court and ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the _____
day of _____ A.D. 19____,
at _____ o'clock _____ M., and has been this day
duly recorded in Trust Deed Record _____
Page _____

WITNESS my hand and official seal, this
_____ day of _____ 19____

Clerk.

**TITLE INSURANCE is the only guaranteed
protection against real estate title losses.**

ADDENDUM "A"

DEED OF TRUST FROM MURRAY A. SPINDEL TO J. A. MASSEY, ET UX

DATED MARCH 1, 1975

1. WRITTEN NOTICE: Written notice required herein or desired to be given by the parties hereto shall be made by certified mail, "Return Receipt From Addressee Requested" shall be construed as sent by the sender and received by the addressee at the time the sender obtains a receipt from the Post Office of origin for said certified mailing; said written notice shall be sent to the first party at 18 South Main Street, Memphis, Tennessee, 38103; to the second party at P. O. Box 467, Hernando, Mississippi, 38632; and to the third party at Hernando, Mississippi, 38632. Should any party change address said party shall give the other parties written notice of new address.
2. NOTICE OF DEFAULT: A failure to pay installments and interest as the same matures as provided in the notes referred to herein shall operate to cause the entire unpaid indebtedness to become immediately^{due} and payable at the option of the owner or holder of said notes. Upon a failure to pay said indebtedness as provided in said notes, both principal and interest, the holder of the indebtedness or the Trustee shall give the party of the first part, his heirs or assigns written notice of same, as provided herein, and the party of the first part shall have fourteen (14) days from posting of said notice in which to have the proper remittance mailed in the manner prescribed herein to the said party before said holder may declare the entire unpaid indebtedness plus interest due and repayable. In the event of any other default in any obligation called for in this deed of trust and the addendum and exhibit hereto, the party of the first part shall be given written notice as prescribed herein and shall have a reasonable time to cure such default, provided that he proceeds with reasonable dispatch, before said holder or Trustee may declare the entire unpaid indebtedness plus interest due and payable.
3. RELEASE CLAUSE: Releases of land from the lien of this deed of trust will be made in accordance with the Trust Agreement between the party of the first part and the Trustee, said Agreement is attached hereto and made a part hereof, as Exhibit "A" to this deed of trust. Releases of land in whole or in part from the lien of this deed of trust before the unpaid balance has been paid in full shall be made by substitution of collateral with certificates of deposit in accordance with said Trust Agreement. Said Trust Agreement shall not be altered, modified, supplemented or nullified without the written approval of the party of the first part. In addition to the release provision as stated in said Trust Agreement, principal payments made on the original unpaid balance in excess of \$22,500.00 shall be applied to a partial release of acreage without substitution of collateral.
4. IMPROVEMENTS: Upon the reduction of the indebtedness secured hereby to an unpaid balance of \$60,000.00 or less or the deposit of collateral in the amount of \$20,000.00 or more, the party of the first part shall have the right to remove or demolish any and all improvements located on the above described real estate.

40

EXHIBIT "A"
TO DEED OF TRUST FROM MURRAY A. SPINDEL TO JA. MASSEY, ET UX
TRUST AGREEMENT (MARCH 1, 1975)

This agreement is by and between J. A. and Mildred Massey, hereafter called "Mortgagee" and George S. McIngvale, Trustee hereinafter called "Trustee."

WHEREAS, the Mortgagee entered into a real estate contract on July 29, 1974 to sell all of their real estate in Section 1, Township 3 South, Range 8 West in DeSoto County, Mississippi to Murray A. Spindell, wherein George S. McIngvale, was named to be Trustee in the Trust Deed, if and when said contract is closed.

NOW THEREFORE, the Mortgagee hereby appoints the Trustee to act as Trustee in the Trust Deed when and if the contract is closed, upon the following terms and conditions:

- (1) The Trustee shall be governed by the terms and conditions in the Trust Deed securing the payment of the unpaid balance owed to the Mortgagee.
- (2) The Trustee, upon the request or demand of the Mortgagor, his heirs or assigns, shall execute in due and proper form, and shall record in Chancery Clerk's Office of DeSoto County, Mississippi, from time to time, releases of land or acreage from the lien of the Trust Deed and shall quit claim and convey to the Mortgagor, such land or acreage, free of the lien of the Trust Deed.

Such releases or quit claim deeds shall be executed in accordance with the following:

- (a) The Mortgagor shall pledge Certificates of Deposit, hereinafter sometimes referred to as C. D., as substituted collateral in the face value amount of \$4,000.00 per acre for the partial release of any or all land. In any case, all land shall be released when the face amount of C. D. held by the Trustee, plus all the principal payments received by the holders of the indebtedness in cash or C. D. equal the face amount of the original indebtedness.
- (b) The Certificates of Deposit pledged shall be assigned to the Trustee under said Trust Deed as substituted collateral for the lands released to be held by said Trustee as collateral to secure the payment of the indebtedness due the Mortgagee subject to the conditions set forth in said Trust Deed and those conditions set forth herein. Once the Mortgagor has placed Certificates of Deposit in the hands of the Trustee as substitute collateral, in keeping with the provisions herein, the holder of the indebtedness shall look solely to the said Certificates of Deposit held by the Trustee as collateral for that portion of said indebtedness equal to the face amount of said Certificates of Deposit so held and not to the Mortgagor, and also look solely to the interest from said Certificate of Deposit for interest on that portion of the unpaid balance equal to the face amount of such C. D. so held by the Trustee. The Mortgagor upon purchasing said Certificates of Deposit at prevailing market value (subsequently substituted as collateral), shall have no liability or advantage from the interest rate or fluctuation in face value of such Certificates of Deposit. Trustee shall apply Certificates of Deposit, (and accumulated interest thereon) so pledged, to the payment of the next ensuing installments of principal and interest when due, by assigning to the holder of the indebtedness said Certificates of Deposit in face amounts plus accumulated interest thereon not to exceed \$999.00 more than the amount of the principal and interest installment then due, and the mortgagor shall be given credit for said excess, if any, to be applied to the next installment of principal and interest due. Should the value of any parcel of land, computed at \$4,000.00 per acre, requested to be released, be in an amount containing a fraction of one thousand dollars, the fractional portion of said amount shall be paid to said Trustee in cash and said cash shall then be paid by said Trustee to the holder of

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EXHIBIT "A"
TO DEED OF TRUST FROM MURRAY A. SPINDEL TO J.A.MASSEY, ET UX
TRUST AGREEMENT
(MARCH 1, 1975)

the indebtedness and applied to the next ensuing installment of principal. Any Certificates of Deposit thereafter remaining in the hands of Trustee shall be applied by the Trustee to next ensuing installments when due. Once Certificates of Deposit have been pledged as substitute collateral for releases, the Trustee shall pay direct to the holder of the indebtedness the amount of interest it receives from said Certificates of Deposit within 7 days after receipt of same and such payment shall be on behalf of the Mortgagor, to be applied to the next installment of interest due. For the purpose of computing interest on the unpaid balance, at the rate of 7 1/2 percent per annum to be paid by Mortgagor, said unpaid balance shall be defined as the original purchase price, less downpayment, cash payments and the face value of certificates of deposit substituted as collateral, notwithstanding anything herein to the contrary.

(c) ~~The Certificates of Deposit used as substituted collateral must be in denominations of \$1,000.00, must have a maturity of four years and must be the obligation of a national bank doing business in Memphis, Tennessee, whose deposits are insured by the Federal Deposit Insurance Corporation (hereinafter referred to as F.D.I.C.), and the face amount of Certificates of Deposit obtained from any one such bank shall not exceed the limit of the amount covered by F.D.I.C. insurance. Should the Mortgagor be unable to obtain Certificates of Deposit from said Memphis banks within the foregoing restrictions, the Mortgagor shall obtain same from a national bank in New York City provided the foregoing requirements are complied with.~~ Should any Certificate of Deposit held by the Trustee mature and be paid off in cash, the Trustee shall reinvest that portion of such funds not due the holder of indebtedness within thirty days in Certificates of Deposit subject to the provisions outlined herein. See bottom of last page for continuation.

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(d) Should the Mortgagor be unable to obtain Certificates of Deposit, which meet the conditions contained herein or in the Deed of Trust, to use as substitute collateral, for the release of real estate the Trustee shall provide the Mortgagor with an alternate readily obtainable negotiable savings account or negotiable security to use in place of said Certificates of Deposit for the release of any or all the real estate secured by said Deed of Trust. Should said Trustee fail to provide the Mortgagor, in writing, the name of said alternate negotiable savings account or security within 14 days from the date the Mortgagor requests the same, in writing, then the Mortgagor shall have the right to pay the Trustee cash for releases of any or all said real estate, in which case the Trustee shall provide Mortgagor with recordable quit claim and release of such real estate involved in said request and said cash received by the Trustee (in lieu of being held in trust) shall be paid to the Mortgagee within 7 days after receipt of same, and be applied to the next ensuing installment or installments of principal and interest due. Release of land under alternate method shall be in the same manner as (a) herein. The Mortgagee hereby agrees to the provisions and conditions outlined in this paragraph. The Mortgagee has selected the Trustee in the Trust Deed and the Mortgagor is in no manner responsible to the Mortgagee for said Trustee's actions.

(e) No parcel of land shall be released lying more than 750 feet east of U. S. Highway 51 with frontage on Interstate 55 unless such land extends from a line 750 feet east of said U. S. 51 to Interstate 55 with the north and south lines of such a parcel to be parallel to each other.

(f) No partial release of any parcel of land shall be made if the land remaining under the lien of the Trust Deed is divided into two or more parcels of land which are not contiguous to each other. Nor, shall any parcel of land remaining under the lien of the Trust Deed be left without access from an improved dedicated road in existence or a road shown on a recorded plan of subdivision upon which an improvement contract with the governmental authority has been properly executed and a performance bond has been made in favor of the governmental authority or the Trustee.

(g) The Mortgagor shall defray the entire expenses incident to all releases including but not limited to the legal and engineering expense.

(h) Wherever the word, Mortgagor, is mentioned herein, it shall be considered to include also his heirs, successors or assigns.

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EXHIBIT "A"
TO DEED OF TRUST FROM MURRAY A. SPINDEL TO J.A. MASSEY, ET UX
TRUST AGREEMENT
(MARCH 1, 1975)

Page 3 of Trust Agreement dated this 12th day of March, 1974.

(i) Mortgagor shall have no prepayment privileges, other than the application of cash and C. D.'s as provided in this Trust Agreement and the Deed of Trust securing the unpaid balance.

(j) Principal payments made on the original unpaid balance in excess of \$22,500 shall be applied to partial release of acreage, without substitution of collateral, in accordance with the provisions contained herein and in the Deed of Trust.

(k) No release of land shall be made during the calendar year 1974.

WITNESS the signature of all parties this 12th day of March, 1974.

MORTGAGEE

Mildred Massey
Mildred Massey

J. A. Massey
J. A. Massey

TRUSTEE

George S. McIngvale
George S. McIngvale

APPROVED THIS 12th DAY OF March, 1974.

Murray A. Spindel
Murray A. Spindel, Mortgagor

(c) (continued) Should the Mortgagor desire the Trustee to release land or acreage, the Mortgagor shall make written request to the Trustee for such release advising him the numbers of acres involved, whereupon the Trustee will notify the Mortgagor in writing, within fourteen (14) days of the date of said written request for said release, as to the bank or institution from which the Mortgagor shall obtain the Certificate of Deposit, specifying the denominations and maturity dates required, to be used as substituted collateral. Should the Trustee fail to give the Mortgagor such written notice within said fourteen (14) days the Mortgagor may pay to the Trustee cash per said release, in which case such cash will be paid by the Trustee to the holder of indebtedness and applied to the payment of the next maturing installment or installments of principal and interest due. All written notices or requests shall be given in the manner prescribed in the deed of trust for "written notice."

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J.A.M.
J.A.M.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 25 minutes P. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 37 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 2.50 pd.

SEAL

H. P. Ferguson, CLERK

D-48454

AT-301 A-ST
Rev. 10-9-70

MTGR. H. G. Tubbs
FNMA NO. 123-317709-4
PHA/VA NO. LH 68,285 Miss.

STATE OF MISSISSIPPI)
COUNTY OF DeSoto) ss.

FULL RELEASE OF LIEN

FOR VALUE RECEIVED, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under laws of the United States, having its principal office in the City of Washington, District of Columbia, does hereby acknowledge receipt of payment in full of the following described Deed of Trust and the indebtedness thereby secured, to-wit:

Deed of trust made and entered into 6-10-66, by and between Henry Grady Tubbs and wife, Linda Tubbs, Grantor, James R. Houston trustee, and Allied Investment Company, Beneficiary, in the original principal sum of \$14,100.00 which was filed for record 6-20-66 and recorded 6-20-66 in Book 90, Page 89, Desoto County, Mississippi; transferred to Federal National Mortgage Association by Allied Investment Company by Assignment dated 8-29-66 and recorded in Book 91, Page 195, aforesaid records.

The said Deed of Trust and the indebtedness thereby secured are hereby cancelled, released and discharged.

IN WITNESS WHEREOF, the said FEDERAL NATIONAL MORTGAGE ASSOCIATION has caused this instrument to be executed by David J. Evans its duly authorized Assistant Vice President, this 24th day of February, 1975.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
(SEAL)

BY: David J. Evans
Assistant Vice President

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, David J. Evans who acknowledged that he is the Assistant Vice President of Federal National Mortgage Association and that, for and on behalf of said corporation and as its act and deed, he signed and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal this 24th day of February, 1975.

Andrew Phillips
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)
Andrew T. Phillips
Notary Public, Georgia, State at Large
My Commission Expires May 6, 1978
11/70/478

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 43 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

2.50

H. P. Ferguson, CLERK

44

CORRECTION
MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY
SIDNEY M. KATZ, ATTORNEY
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38119

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Robert Thomas Byrd and wife, Karen S. Byrd, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 4th, 19 75, securing a note in the sum of \$ 30,650.00, recorded in Book 183, Page 201, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 30,650.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of March, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 10th day of March, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 10th day of March, 19 75.

My Commission expires Sept 13, 1977

Judith Goble
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 44 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

2.50

H. P. Ferguson CLERK

This 9th April 1984

Jerome L. Lancaster
Fannie S. Lancaster

Attest

H.H. Ferguson - Sue Leamy &c.
Chancery Clerk

CHARLES L. LANCASTER, ET UX, GRANTORS)

TO)

DEED OF TRUST

JEROME L. LANCASTER, ET UX, BENEFICIARIES)

This indenture made this 9th day of April, 1975 between Charles L. Lancaster and wife, Joni W. Lancaster, of the First Part and Jerome L. Lancaster and wife, Fannie S. Lancaster, of the Second Part, WITNESSETH:

That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) evidenced by a promissory note of even date, bearing 7% interest from date, due and repayable as follows: \$10,500.00 due in 168 equal amortized monthly installments of \$98.22, first of said installments shall be due 4-1-75 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal; and the balance of \$12,000.00 due on or before 3-1-1989 plus accrued interest from date until paid in full.

And the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by George S. McIngvale, Trustee, the party of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi, viz:

Part of the southwest quarter of Section 22, Township 2, Range 7 West, DeSoto County, Mississippi, described as BEGINNING at a point in the center line of Getwell Road, which is also the west line of Section 22, Township 2, Range 7 West, DeSoto County, Mississippi at 752.2 feet north of the southwest corner of said Section 22 as measured along the said west line of Section 22, said point of beginning being the northwest corner of this 12.00 acre parcel of land; thence eastwardly parallel with the south line of said Section 22, 1,772.0 feet to the northeast corner; thence southwardly parallel to the west line of said Section 22, 295.0 feet to the southeast corner; thence westwardly parallel to the south line of said Section 22, 1,772.0 feet to a point in the center line of Getwell Road, which is also the west line of said Section 22, said point being the southwest corner; thence northwardly along the center line of Getwell Road, which is also the West line of said Section 22, 295.0 feet to the point of beginning and containing 12.00 acms, as shown by the survey of C. R. Moser, C.E., dated August 5, 1969.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due dates thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above:

Charles L. Lancaster
Joni W. Lancaster
GRANTORS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Charles L. Lancaster and wife, Joni W. Lancaster who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 7th day of March, 1975.

Lawrence W. Suggs
Notary Public



My Commission Expires:

MY COMMISSION EXPIRES NOV. 27, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 7 o'clock 25 minutes P. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 45 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 3.00 pd.

SEAL *H. P. Ferguson* CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 7 day of March 19 75 between Harry Wilkins and Wife, Eliza Hall Wilkins

The Hernando Bank, Hernando, Miss. of the first part, and of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of One Thousand, Thirty Two and 96/100 Dollars (\$1,032.96) evidenced by one promissory note of even date, bearing interest from maturity

at the rate of 10 per annum, to become due and payable in 24 monthly instalments of \$43.04 each; the first installment to become due and payable on or before the 10th day of April 1975; with one installment to become due and payable on or before the 10th day of each succeeding month until the whole of said indebtedness is paid life of this instrument

and any further amount that the party of the second part may furnish the party of the first part during the term of the note and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Gerald W. Chatham Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All that certain parcel of land...

The land in DeSoto County, Mississippi, described as follows:

That certain lot being part of Lot 404, lying and being in Section 13, Township 3, Range 8 West in the Town of Hernando, DeSoto County, Miss. more particularly described as beginning at the northeast corner of the Susie Sims present lot, which point is 277.3 feet more or less, north of the southeast corner of lot 404; thence north 40 feet to a point; thence West 280 feet more or less to a point; thence south 40 feet to the northwest corner of the Susie Sims present lot; thence east 280 feet, more or less, to the point of beginning, with reference hereby made to the official map on file in the office of the Chancery Clerk, DeSoto County, and being the same lot conveyed to Coley White, et ux by Mrs. Paul Cooke in Deed of Record in Book 40, page 191, of the records of the Chancery Clerk of DeSoto County, Miss.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 10th day of April 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein embodied, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature at the date written above. HARRY WILKINS Eliza Hall Wilkins

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority Harry Wilkins and Eliza Hall Wilkins of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 7 day of March 19 75 My Commission Expires on 7, 1978 (SEAL) Eliza M. Barber Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 49 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975. Fee \$ 2.50

H. P. Ferguson, CLERK CANCELLED BY AUTHORITY RECORDED IN BOOK 221 PAGE 29 THIS 26 DAY OF Jan 19 78 H. P. Ferguson CHANCERY CLERK

DEED OF TRUST

Grantors: Travis Fooshee and Wife, Patricia Fooshee
Lender: Dial Finance Company of Mississippi
Trustee: Gerald W. Craig
Total of Payments: \$ 6,461.68 Finance Charge: \$ 2,056.23 Amount Financed: \$ 4,405.45 Number of Monthly Instalments: 48 First Instalment Due Date: April 19 19 75 Annual Percentage Rate (Agreed Rate of Charge) 19.98%

This Deed of Trust, made this 6th day of March 19 75, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan in the amount stated above as "Amount Financed", made to Grantors by Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$25,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in DeSoto County, State of Mississippi:

Lot No. 513 in Section B of Delta View Addition of Lake O' The Hills Subdivision, as shown on plat appearing of record in Plat Book 6, Pages 26-28 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 19, Township 3, Range 9 West.

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

Travis Fooshee SIGN HERE
Patricia J. Fooshee SIGN HERE

STATE OF MISSISSIPPI)
COUNTY OF DeSoto) SS

Personally appeared before me, the undersigned authority, the within named Travis Fooshee and wife, Patricia Fooshee who acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 6th day of March 19 75
My commission expires December 18, 1978 T.A. Cramer NOTARY PUBLIC

This instrument was prepared by Barbara Simerson of Dial Finance Company of Mississippi 6125 Millbranch Rd. Southaven Mississippi.

743 F74 MS

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 48 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fee 2.50 H. B. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
240 PAGE 356
THIS 2 DAY OF Apr 19 79
H. B. Ferguson
CHANCERY CLERK

Paid, Satisfied and Cancelled

This 15 day of July 19 75

William Van Buren
Asst. Vice President, Citizens Bank
Coldwater

Attest
D. B. Ferguson
By D. W. Selfall, D.C.

DEED OF TRUST
(Land)

This Deed of Trust, this day made by the undersigned _____

Ida B. McDaniel

hereinafter referred to as the Grantors (whether one or more), to and in favor of _____

E. L. Bourland

as Trustee, hereinafter referred to as the Trustee, for the benefit of _____

Citizens Bank, Coldwater, Mississippi

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of _____

Six hundred and no/100 - - - - -

Dollars (\$ 600.00), together with interest thereon from and after the 14 day
of March, 1975, at the rate of 8 per centum

per annum, said principal and interest being due and payable as follows:
\$600.00 on her note of even date and like amount due August 1, 1975.

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of six per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional reasonable percentum of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

The Grantors expect the Grantees to advance him - her - them money, supplies and merchandise in the amount of 2500.00 Dollars at the discretion of the Grantees during the year 19 75 or 12 months after date and the Grantors, in order to secure the payment of said sum, as well as any advances that may be made as aforesaid, hereby execute this instrument.

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land in DeSoto County, Mississippi, to-wit:

One acre in the North Half of the Northwest Quarter of Section 30, Township 3, Range 7 West described as beginning at a stake 901.6 feet south of the Northwest corner of said Section 30; (which point is in the east right of way line of U. S. Highway No. 51 at the Northwest corner of the 4 acre tract conveyed by J. H. Brewer, et ux, to William McDaniel, et ux, in October, 1960); thence north with the east right of way line of said Highway 105 feet to a point; thence east 416.4 feet to a stake; thence south 105 feet to a stake in the northeast corner of the 4 acre block heretofore mentioned, thence west with the north line of said 4 acre block 416.4 feet to the point of beginning, containing one acre, more or less, and being the same land conveyed by Ida B. McDaniel, and William McDaniel to J. M. Swords and wife, Odenna Swords by deed recorded in Book 49, page 297 of the land deed records of said County.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 14 day of March

19 75

Ida B. McDaniel

STATE OF Mississippi

COUNTY OF Iata

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named Ida B. McDaniel

who acknowledged that she signed and delivered the foregoing deed of trust on the date thereof as her free and voluntary act and deed.

Given under my hand and official seal on this the 14 day of March

19 75

(S E A L)

J. L. ...

Title: Notary Public

My commission expires March 11, 1978

My Commission Expires March 11, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 49 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fee 4.50

H. P. Ferguson CLERK

52

o/s B.A.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 27th day of April 1971, made and executed by T. G. Wright and wife,
Kathryn Wright of _____, to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County
County, in the State of Mississippi in Real Estate Trust Deed Record No. 127 on page 408
of the Record of Trust Deeds, on the 27th day of April A. D. 1971, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 14th day of March, 1975.

THE HERNANDO BANK

[Signature]

By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 14th day of March A. D. 1975

My Commission Expires Jan. 7, 1978

[Signature]

LANE-ROD-GARDNER 82844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 17 day of March 1975, and that the same has been
recorded in Book 184 Page 52 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 2.50 pd.

[Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
193 PAGE 125
THIS 17 DAY OF Nov. 19 76
H. G. Ferguson
CHANCERY CLERK

This Indenture, made by and between Sam Holmes, Jr. and wife, Donna Faye Holmes

party of the first part; Jack H. Patrick party of the second part, as Trustee; and
COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

TRACT I: Lots 3 and 4, Pleasant Grove Subdivision, in Section A, in Section 30, Township 1, Range 5 West, as per plat of record in Plat Book 4, Page 13, in the Chancery Clerk's Office of DeSoto County, Mississippi.

TRACT II: Lot 16, Pleasant Grove Subdivision, in Section B, Section 30, Township 1, Range 5 West, as per plat of record in Plat Book 4, Page 16, in the Chancery Clerk's Office of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$50,000.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date for FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) payable to COMMERCIAL AND INDUSTRIAL BANK on demand with interest at the rate of 10% per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 6th day of MARCH, 1975

Sam Holmes, Jr.

Donna Faye Holmes

Donna Holmes
Donna Faye Holmes

STATE OF Tennessee
 COUNTY OF Shelby }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Sam Holmes, Jr. and Donna Faye Holmes
 who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned as their
 voluntary act and deed.

Given under my hand and seal this the 06th day of March 1975

Jerry O. Stoe
 Notary Public
 MY COMMISSION EXPIRES JANUARY 20, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 17 day of March 1975, and that the same has been
 recorded in Book 184 Page 53 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 17 day of March 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson CLERK

Compliments of
MEMPHIS TITLE CO.
 100 NORTH MAIN BUILDING - PHOENIX
 P. O. BOX 73 - MEMPHIS, TENNESSEE

TRUST DEED

FROM
 Sam Holmes, Jr. and
 Donna Faye Holmes

TO
 Jack H. Patrick

FOR THE USE OF
 COMMERCIAL & INDUSTRIAL

STATE OF MISSISSIPPI
 County of Desoto

H. P. Ferguson
 of the Chancery Court and ex-officio
 County and State aforesaid, do hereby
 within instrument of writing was filed
 office on the 17 day of
 A. D. 1975 at 11:30 o'clock A.
 this day duly recorded in Trust Deed Rec
 Page _____

WITNESS my hand and official seal
 _____ day of _____

TITLE INSURANCE is the one
 protection against real estate

HTC Form 0017 pd. 3.50

Form No. F-811

Deed of Trust

This Indenture Made this the 17th day of January 19 75, by and
 between William Murray Russell and wife, Carolyn D. Russell
 of the first part J. R. Wilson and J. N. Muir of the second part,
 as Trustee, and Union Planters National Bank

of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Lot 694, Section P, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 2 and 4, in the office of the Chancery Clerk of Desoto County, Mississippi.

Being the same property known as 1750 Rasco Road. Mail all tax notices to William Murray Russell, 1750 Rasco Rd., Southaven, MS.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging including all rights of homestead, unto the party of the second part, and unto their successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Four Thousand Twelve and 56/100 dollars
 One promissory instalment note of even date herewith executed by William Murray Russell and wife, Carolyn D. Russell, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$4,012.56 in twenty-four monthly instalments being in the sum of \$167.19 each on the 20th day of each month, beginning February 20, 19 75, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ _____ with annual interest thereon at the rate of _____ per cent and all bearing _____ per cent per annum after date, payable _____ annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to be read as if written "parties of the first part."

All erasures and interlineations were made before signing.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

William Murray Russell - (SEAL)
William Murray Russell (SEAL)
Carolyn D. Russell (SEAL)
Carolyn D. Russell (SEAL)

STATE OF Tennessee }
COUNTY OF Shelby } ss. Acknowledgment.

Personally appeared before me, the undersigned

in and for the State and County aforesaid, the within-named

who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 17th day of January, 19 75

Janella Jones
Notary Public.
MY COMMISSION EXPIRES OCT. 19, 1975

PI
E. D.
and wife,
Muir
Bank

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 17 day of March 1975, and that the same has been
recorded in Book 184 Page 65 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK

220959-11

FORM NO. 1981 REV. 3/74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,
ROBERT W. COX and BETTY H. COX

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,
IN THE SUM OF _____

TWENTY THOUSAND AND NO/100 DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS
IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON
THE 1st DAY OF April 1975

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF
COVENANTS AND AGREEMENTS HEREIN MADE,

ROBERT W. COX and wife, BETTY H. COX

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)
DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED
TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN
DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

A part of Section 28, Township 2, Range 6 West described as BEGINNING at center point of Section 28, Township 2, Range 6 West; thence South 5° 30' East along West line of Cole Subdivision 658.0 feet to an iron pin; thence South 85° 45' West along North line of the Allison Tract 387.3 feet to an iron pin; thence North 5° 10' West 1753.9 feet to Southeast Corner of the A. J. Sneed tract; thence North 5° 10' West along East line said Sneed tract 1532.8' to an iron pin in the North line of said section; thence North 84° 45' East along North line of said Section 720.0 feet to an iron pin at Northwest Corner of the Louise W. Edwards tract; thence South 5° 02' East along West line of said Edwards tract and projection thereof 2640.0 feet to a point in the South line of the Northeast Quarter of Section 28; thence South 85° 00' West along the South line of said Quarter Section 330.0 feet to the point of beginning LESS AND EXCEPT 3 acres in the Northeast Quarter of Section 38, Township 2 South, Range 6 West being described as COMMENCE at the Southwest Corner of the Northeast Quarter of Section 28, Township 2 South, Range 6 West, DeSoto County, Mississippi; thence North 85° 0' East 330 feet to an iron pin; thence North 5° 02' West 1776 feet to the point of beginning; thence South 84° 58' West 343 feet to an iron pin; thence North 9° 31' East 480 feet to a point in lake; thence North 84° 58' East 195 feet to an iron pin; thence North 5° 02' West 400 feet to an iron pin; thence North 84° 45' East along South line of Bethel Road 25 feet to a fence post; thence South along the East line of R. W. Cox East line 864 feet to the point of beginning with said tract containing in the aggregate the sum of 46.18 acres, more or less.

The foregoing description is attached to and made a part of that certain mortgage executed by ROBERT W. COX et al., dated FEBRUARY 24, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 20,000.00.

Robert W. Cox Betty H. Cox
Signed for Identification

CANCELLED BY AUTHORITY RECORDED IN BOOK
257 PAGE 468
THIS 4 DAY OF April 1980
H. M. Ferguson
CHANCERY CLERK

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
 2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW OR ON WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
 3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
 4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
 5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 12 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
 6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
 7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREBY DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
 8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGES, AS PROVIDED FOR HEREOF, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
 9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
 10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1981 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.
 11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
 12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
 13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREBY ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, OR SECRETARY, OR (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREBY.
 14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.
- NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.
- IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 888, MISSISSIPPI CODE OF 1942, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1990 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED), TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN SAID COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 24th DAY OF FEBRUARY 19 75

Robert W. Cox
Betty H. Cox

STATE OF MISSISSIPPI }
COUNTY OF DeSOTO }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

ROBERT W. COX and wife, BETTY H. COX

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 7th DAY OF March 1975

(SEAL) MY COMMISSION EXPIRES MARCH 24, 1975

Joseph P. Rethum
Notary Public
(OFFICIAL CAPACITY)

STATE OF Mississippi }
COUNTY OF DeSoto }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 57 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Walkem Development Company, Inc.
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of June 19 74, made and executed by Southaven Land
Company, Inc. of Southaven, Mississippi to Walkem Development Company,
Inc., the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 176 on page 425
of the Record of Trust Deeds, on the 14th day of June A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

WALKEM DEVELOPMENT COMPANY, INC., BENEFICIARY
By: Leonard Lurie
Leonard Lurie, Secretary-Treasurer

TENNESSEE
STATE OF MISSISSIPPI }
SHELBY COUNTY. }

Personally came and appeared before me, the undersigned authority
in and for County and State aforesaid Leonard Lurie, Secretary-Treasurer who acknowledged that he signed and
for and on behalf of Walkem Development Company, Inc., Beneficiary
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of February A. D. 19 75

Jane H. Jackson
My Commission Expires July 26, 1976

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 17 day of March 1975, and that the same has been
recorded in Book 184 Page 40 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 18 day of March 1975.

Fee 2.50

H. P. Ferguson CLERK

W. H. Houston, III
CHANCERY CLERK

PCA-M-404
Rev. 6-1-64

LAND DEED OF TRUST

WHEREAS, W. H. Houston, III

CLARKSDALE is/are indebted to the PRODUCTION CREDIT ASSOCIATION, of CLARKSDALE, MISSISSIPPI (hereinafter called Beneficiary), in the sum of Seven Hundred Sixty-Seven Thousand Eight Hundred and No/100 Dollars, for money loaned or to be loaned as evidenced by a promissory note dated 2-6-75 herewith, payable as follows:

- | | |
|-------------------------------------------------------------------------|-------------------------------------------------|
| No. 1, for \$ <u>767,800.00</u> , due on demand after <u>11-15-75</u> ; | No. 5, for \$ _____, due on demand after _____; |
| No. 2, for \$ _____, due on demand after _____; | No. 6, for \$ _____, due on demand after _____; |
| No. 3, for \$ _____, due on demand after _____; | No. 7, for \$ _____, due on demand after _____; |
| No. 4, for \$ _____, due on demand after _____; | |

AND MAY BE OTHERWISE INDEBTED AND MAY BECOME FURTHER INDEBTED TO BENEFICIARY WITHIN 36 MONTHS AFTER THE DATE HEREOF; said Note(s) and all indebtedness owing and to become owing hereunder bearing interest as provided in said notes and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby.

NOW, THEREFORE, to secure the payment of said indebtedness, as evidenced above or as otherwise indebted, and any future or additional advances made to the above named debtor(s) and any other indebtedness of debtor(s) to Beneficiary incurred or acknowledged within 36 months from date W. H. Houston, III

(hereinafter called Grantor, whether one or more), does hereby grant, bargain, sell, convey and warrant unto A. W. Stevens, Trustee, the following described property situated in DeSoto County, Mississippi, (unless otherwise specified) to-wit:

REAL ESTATE

The lands known as the Goodman Place, situated in Section Fourteen (14), Township Three (3), Range Eight (8) west, containing 100 acres, more or less, and described as follows, to-wit:

The West 50 acres of the South 100 acres of the East 200 acres of the South Half of said Section 14, less and except any part of same embraced in Oak Grove Public Road on the South side thereof; the North 100 acres of the East 200 acres of the South Half of said Section 14; less and except about one-half acre lying North of old Commerce Road; 20 acres, situated in the South Part of the North Half of said Section 14, lying south of old Commerce Road, and more particularly described by metes and bounds by deed recorded in Book 15, Page 240 of the Deed Records of said County, less and except about one-half acre in the Northwest corner thereof conveyed to George Emerson Scott and more particularly described by metes and bounds by deed of record in Book 35, Page 91 of the Deed Records of said County, and less and except from all of said lands 4 acres, more or less, conveyed to DeSoto County, Mississippi, and/or the Mississippi State Highway Department for public road purposes and for State Highway No. 304 and as shown by deeds of record in Book 39, Page 587, Book 46, Page 14, and Book 47, Page 165, all in the Deed Records of DeSoto County, Mississippi, and subject to right of way and easement to Mississippi Valley Gas Co., for gas pipe line purposes as shown by instrument of record in Book 41, Page 236, subject to right of way and easement to American Telephone and Telegraph Company for underground cable as shown by instrument of record in Book 33, Page 484, and subject to existing easements to Mississippi Power and Light Company for electric circuit purposes as shown by instruments of record in Book 46, Page 375, Book 33, Page 210, and Book 25, Page 456, all in the Deed Records of DeSoto County, Mississippi.

W. H. Houston, III
Signed for identification

Grantor further covenants and agrees:

- Not to sell, mortgage or otherwise alienate the property herein described without written consent of Beneficiary.
- That the Beneficiary, or any holder of the note(s) secured hereby, may at its or their option, appoint another person or succession of persons to act as Trustee herein and such appointee shall have all such powers in the execution of this trust as are vested in the Trustee herein named; such appointment, when made by the Beneficiary, may be made by its Secretary-Treasurer or any other officer thereof.

Now, if Grantor shall pay said indebtedness and keep and perform all of the covenants and agreements of this Deed of Trust it shall become null and void; however, if Grantor (1) fails to pay when due any sums secured hereby, or (2) fails to comply with the terms of his loan application or the approval thereof or becomes insolvent, be adjudicated a Bankrupt, or made defendant in a bankruptcy or receivership proceedings, or (3) if, in the opinion of the Beneficiary or assignee, said security or any part thereof be endangered; then, in any such event, Beneficiary or assignee may: (a) refuse to advance any part of said loan then in its possession; and/or (b) mature the then existing indebtedness and proceed with foreclosure on all or any part of the security as hereinafter provided; and/or (c) direct said Trustee to and he may take possession of said security or any part thereof, keep or sell the same; and all expense incident thereto shall be secured hereby.

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If Beneficiary elects to foreclose as above provided, the Trustee, at the request of the Beneficiary, shall sell all or any part of said property (crops, chattels and land), and parts of each may at the option of the Trustee be advertised and sold at different times and the sale of part or parts of the security shall not exhaust the power of the Trustee to sell the remaining security in the same manner, and the Trustee may sell at his election the real estate either as a whole or in parcels (the provisions of Section 888, Mississippi Code of 1942, and Section III, Mississippi Constitution of 1890 being specifically waived) to satisfy the indebtedness hereby secured after giving notice of the time, place, and terms of sale, as follows:

By publication in some newspaper published in the county in which said property is situated, or if no newspaper is then published in said county, in a newspaper having general circulation therein, for three consecutive weeks preceding the date of sale, and by posting one notice at the courthouse of said county for said time. In case the property herein described is situated in more than one county, or in more than one judicial district of a county or counties, a foreclosure sale of all of said property may be made in any one of the counties or judicial districts in which any part thereof is situated, after giving notice of the time, place and terms of sale in the manner above described in each county and judicial district in which any part of said land lies.

In the event of foreclosure the proceeds shall be applied (1) toward payment of executing this trust, including a reasonable trustee's fee and a reasonable attorney's fee (both of which fees shall accrue immediately upon instructions being mailed or otherwise directed to the trustee to foreclose), (2) toward liquidation of the indebtedness secured hereby, and (3) any balance shall be paid to the Grantor or persons entitled thereto.

WITNESS the signature of Grantor on this 13 day of March, 19 75

W. H. Houston, III
W. H. Houston, III

STATE OF MISSISSIPPI

COUNTY OF Coahoma

Before me, the undersigned authority in and for said County, in said State, this day personally appeared the within named W. H. Houston, III who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 13 day of March, 19 75



My Commission Expires Nov. 29, 1975

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 50 minutes P. M. 17 day of March 1975, and that the same has been recorded in Book 184 Page 61 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17 day of March 1975.
Fees \$ 3.00 pd.

SEAL

H. P. Ferguson, CLERK

COUNTY OF DeSoto

I certify that this Deed of Trust was filed for record in my office at 4:50 o'clock P. M., on the 17 day of March, 19 75, and was duly recorded the _____ day of _____ 19 _____ on page _____ Book No. _____ in my office.

WITNESS my hand and seal of this office, this _____ day of _____, 19 _____

Chancery Clerk

D. C.

(SEAL)

paid 3.50
Oxford Productions

Assignment of this instrument recorded in
Real Estate TID
No. 198 Page 348
This the 12 day of April 1976
H.B. Ferguson

Assignment of this instrument recorded in
Real Estate TID
No. 185 Page 628
This the 19 day of May 1975
H.B. Ferguson

DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of March, 1975, among the
Grantor, William E. Carter and wife, Janice M. Carter
G. L. Oates (herein "Borrower"),
and the Beneficiary, NORTMAN & MANN, INC. (herein "Trustee"),
organized and existing under the laws of Mississippi, a corporation
P. O. Box 125 Southaven, Mississippi, whose address is
(herein "Lender").
Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
of DeSoto, State of Mississippi:

Lot 41, Section A, Revised Lakewood Estates Subdivision
as shown by plat recorded in Plat Book 7, Pages 49-51 in
the office of the Chancery Clerk of DeSoto County,
Mississippi, in Section 23, Township 2 South, Range 7
West.

[Faint, illegible text, possibly a signature or stamp]

Together with all the improvements, now or hereafter erected on the property, and all easements, rights,
appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply
such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together
with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred
to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date
herewith (herein "Note"), in the principal sum of Forty Two Thousand and No/100 Dollars,
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-
edness, if not sooner paid, due and payable on April 1, 2005; the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant
and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-
ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

William E. Carter
WILLIAM E. CARTER - Borrower

Janice M. Carter
JANICE M. CARTER - Borrower

1032 Victoria Drive
Hesbit, Mississippi
Property Address

STATE OF MISSISSIPPI, DESOTO County ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named William E. Carter and wife, Janice M. Carter who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the 14th day of March, A.D. 1975.

My Commission expires:
March 3, 1976

John W. [Signature]
Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A.M. 18 day of March 1975, and that the same has been recorded in Book 184 Page 63 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Paid, Satisfied and Canceled
This 8 day of Feb 19 83
Joel Walker
Attest
H. B. Ferguson
Chancery Clerk
By: *F. E. Davis, D.C.*

DEED OF TRUST

This indenture made this 13th day of March, 1975, between Terry L. Pruden and wife, Sherry Pruden called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 4,350.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 67.81 ~~xxxxxxx~~ ~~xxxxxxx~~, the first installment due the 15th day of June, 1975, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 143 in Section _____ of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 6, Township 3, Range 9

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Mantha Boyer

Terry L. Pruden
Sherry L. Pruden
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Terry L. Pruden and wife, Sherry Pruden, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 13th day of March, 1975.



Joel Walker
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 18 day of March 1975, and that the same has been recorded in Book 184 Page 67 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 2.50 pd.

SEAL *H. B. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
258 PAGE 8
THIS 15 DAY OF April 19 80
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

W. W. Mitchell, Jr.
To { DEED OF TRUST
Peoples Bank and Trust

THIS INDENTURE Made this 13 day of March 19 75
between W. W. Mitchell, Jr.

Peoples Bank and Trust
of the first part,
and of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Five Thousand, Twenty Five Dollars bearing interest at the rate of 10% per annum, being due and payable on or before March 13, 1976 together with interest thereon accrued.

Not to be recorded by the clerk of the court until the debt is paid in full. Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 13 day of March 19 76, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or insolvency on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Part of the southeast quarter of Section 9, Township 2, Range 6 West, DeSoto County, Mississippi, more particularly described as beginning at a point which is the intersection of the north right of way line of College Road with the west right of way line of Mississippi State Highway 305; thence north along the west right of way of Mississippi State Highway 305 a distance of 232.5 feet to a point; the said point being the south east corner of the W. W. Kerr south line a distance of 537.24 feet to the true point of beginning; thence continuing due west a distance of 395.0 feet, more or less, to the point; thence due south a distance of 377.5 feet more or less to a point said point being in the south line of Section 9, Township 2, Range 6 West, and also being the south line of College Road; thence in an easterly direction along the south line of College Road to a point that lies 350 feet due south of the true point of beginning; thence due north a distance of 350 feet more or less to the true point of beginning, said property being lots 9, 10 and 11 of the proposed W. W. Mitchell, Jr., subdivision as shown by survey of R.L. Cooper, C.E. dated August, 1970, LESS AND EXCEPT that portion of said property lying within the right of way of College Road.

Party of the First Part reserves the right to prepay all or any part of said indebtedness on or before the due date without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 13 day of March 19 76, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or insolvency on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness MY signature the date written above.
W. W. Mitchell, Jr.

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named W. W. Mitchell, Jr.

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 18 day of March 19 75
My Commission Expires: January 16, 1977 (SEAL)
J. B. Young, Clerk
Notary Public D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of March 1975, and that the same has been recorded in Book 184 Page 69 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 2.50
H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
198 PAGE 249
THIS 8 DAY OF April 1976
H. B. Ferguson
CHANCERY CLERK

Jack H. Patrick, Vice Pres.,
Commercial & Industrial Bank
Memphis, Tennessee
This Indenture, made by and between James C. Poole and wife, Betty H. Poole

party of the first part, Jack H. Patrick party of the second part, as Trustee; and
Commercial and Industrial Bank

party of the third part, WITNESSETH:
That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 422, Section B of Southaven Subdivision, in Section 23, Township 1, South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 14, 15, and 16, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$ 8,571.60 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Sixty (60) monthly installments in the amount of One Hundred Forty Two and 86/100 Dollars (\$142.86) each; first of said installments being due and payable on April 8, 1975 one of such installments on the 8th of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgage's subordination clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the first docket of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 10 day of March 1975
Rebecca Ferguson
James C. Poole
Betty H. Poole

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
James C. Poole and wife, Betty H. Poole
who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their
voluntary act and deed.

Given under my hand and seal this the 14th day of March 1975

MY COMMISSION EXPIRES MAR. 22, 1977

B. H. Hargett

Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
50 minutes A. M. 18 day of March 1975, and that the same has been
recorded in Book 184 Page 69 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson

CLERK



Divisional Offices
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone (901) 528-4343

TRUST DEED

FROM
James C. Poole and wife, Betty
H. Poole

TO
Jack H. Patrick Trustee
FOR THE USE OF
Commercial & Industrial Bank

STATE OF MISSISSIPPI
County of Desoto

H. P. Ferguson Clerk

of the Chancery Court and ex-officio Recorder for the
County and State aforesaid, do hereby certify that the
within instrument of writing was filed for record in my
office on the 18 day of March

A.D. 1975 at 10:50 o'clock A. M., and has been
this day duly recorded in Trust Deed Record
Page _____

WITNESS my hand and official seal, this
_____ day of _____ 19____

Clerk.
TITLE INSURANCE is the only guaranteed
protection against real estate title losses.

MTC Form 0017

LICENSED LENDER

FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

1711 Stateline Rd. Southaven, Mississippi

NO. AND STREET

CITY

NO. 30484-0

MONTHLY INSTALLMENT DUE DATE 19th

MORTGAGORS-BORROWERS

SPOUSE

Benny F. Goodman Betty D. 611 Iroquios Dr. Walls, Mississippi 38680

LOAN DATE 3/12/75

INTEREST (DISCOUNT)	SERVICE CHARGE	COMBINED DISC. & SERV. CHG.	OFFICIAL FEES	TOTAL OF PRIN. COSTS OF LOAN
1878.37		1878.37	15.50	15292.00
				PRINCIPAL AMT OF LOAN
				3413.63
NOTES PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE				FIRST PAYMENT DUE
35 147.00 AND 35 147.00				4/19/75
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE				FINAL PAYMENT DUE
RATE				3/17/75
				RECESSION DATE
				3/17/75

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS Robert Q. Whitwell, Attorney Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY;

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument;

THEREFORE, in consideration of One Dollar (\$1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee, the below described land and property situated in Desoto County, Mississippi, to-wit:

611 Iroquios Drive Walls, Mississippi

Lot 201, Section C, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 8, Pages 41, 42, and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding \$10,000.00 before the cancellation of record of this instrument.

The Beneficiary or any owner of the note, notes or indebtedness secured hereby, may at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, or otherwise, this conveyance shall be void, otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale, and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this day of 19

Signed in the presence of: Barbara P. Wilson

X Benny Franklin Goodman (SEAL)

X Betty J. Goodman (SEAL)

X (SEAL)

690 Miss.

CANCELLED BY AUTHORITY RECORDED IN BOOK

207 PAGE 229

THIS 5 DAY OF Jan 19 22

H. L. Ferguson CHANCERY CLERK

STATE OF MISSISSIPPI,

Desoto County.

Personally appeared before me, the undersigned Notary Public
in and for said County, the within named Linnaea F. Goodman and Betty
G. Goodman

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 12th day of March, 1975
Rebecca S. D. Carley

My Commission Expires April 22, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 18 day of March 1975, and that the same has been
recorded in Book 184 Page 71 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of March 1975.
Fees \$3.00 pd.

SEAL H. P. Ferguson, CLERK

Return To:
Record Data of Miss.
Suite 922-100 N. Main
Memphis, TN 38103

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of July 19 70, made and executed by Charles W. Wells and
wife Mary C. Wells of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 118 on page 605
of the Record of Trust Deeds, on the 20th day of July A. D. 19 70 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 14th day of March, 1975.

The Hernando Bank

[Signature]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois N. Barbee
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 14th day of March A. D. 19 75

My Commission Expires:

[Signature]

My Commission Expires Nov 7, 1978

LARSON-GREENWOOD 17834

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 18 day of March 1975, and that the same has been
recorded in Book 184 Page 73 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 2.00 pd.

SEAL *[Signature]* CLERK

JAMES E. MCGEHEE & COMPANY, INC., GRANTOR

TO

PARTIAL RELEASE

T & S HOMES, INC.

Know all men by these presents that for and in consideration of the part payment of the indebtedness, James E. McGehee & Company, Inc. does hereby release from the lien of that certain Deed of Trust given by T & S Homes, Inc. to James E. McGehee & Company, Inc. being recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Trust Deed Book 174, page 525, the hereinafter described land in DeSoto County, Mississippi, as follows, to-wit:

Lot 7, Mount Pleasant Heights, Hernando, Mississippi.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi, is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 17th day of March, 1975.

JAMES E. MCGEHEE & COMPANY, INC.

By Harold V. Crase
Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Harold V. Crase, Vice President of James E. McGehee & Company, Inc. who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 17th day of March, 1975.



Jean Young
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 18 day of March 1975, and that the same has been recorded in Book 184 Page 74 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of March 1975.

Fees \$ 4.00 pd.

H. P. Ferguson, CLERK

Assignment of this Instrument Recorded In
Real Estate T/D Book
No. 299 Page 705
This the 5 day of July 19 83
A. H. Ferguson Clerk

N. M. S. & L. LOAN NUMBER
HL-44

DEED OF TRUST

This Deed of Trust, made this 17th day of February, 1975, between HARVEY PHILLIPS and wife, EMMIE JEAN PHILLIPS, (a/k/a EMMIE JEAN Butler Phillips),

of the County of DeSoto, State of Mississippi, herein called Trustor, and Joe M. Hudspeth, of the County of Lafayette, State of Mississippi, herein called Trustee, and NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a Mississippi corporation, herein called Beneficiary.

WITNESSETH, Whereas Trustor is justly indebted to Beneficiary in the principal sum of TEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$ 10,800.00), to evidence and secure the payment of which Trustor has executed and delivered to Beneficiary a promissory note of even date herewith, payable to the order of Beneficiary at such place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 1st day of March 19 95, to which note reference is hereby made.

NOW, THEREFORE, in consideration of the aforesaid indebtedness and the sum of Five Dollars in hand paid, receipt of which is hereby acknowledged, Trustor hereby conveys, sells and warrants unto Trustee the following described real property situated in ~~the~~ DeSoto County, Mississippi, described as follows:

Commencing at the Northwest Corner of Frank Phillips 53.68 acre tract; thence East 343 feet along the center of Church Road (formerly called Jeremiah Lodge Road) to the intersection of the center line of said road with the center line of a gravel lane (formerly a field road); thence South 105 feet along the center line of said gravel lane to the point of beginning; thence South 87 degrees 49 minutes 30 seconds West 97.47 feet to an iron pin; thence South 03 degrees 39 minutes 10 seconds East 68.41 feet to an iron pipe; thence South 53 degrees 53 minutes 35 seconds West 89.04 feet to an iron axel; thence South 82 degrees 27 minutes 11 seconds West 63.70 feet to an iron pin; thence South 89 degrees 19 minutes 56 seconds West 115.15 feet to an iron axel; thence South 00 degrees 19 minutes 54 seconds East 45.00 feet to an iron pin; thence South 88 degrees 31 minutes 07 seconds East 342.29 feet to a point in the center of a gravel lane; thence North 00 degrees 15 minutes 11 seconds East 188.00 feet to the point of beginning and containing 0.74 acres, more or less, located in the Northwest Quarter of Section 9, Township 2 South, Range 8 West, DeSoto County, Mississippi.

ALSO: An Easement for ingress and egress to the above described property by way of drive along East side of said property extending North to Church Road, Easement granted to present owners by deed recorded in Deed Book 90, Page 701.

The Frank Phillips 53.68 tract is described in that certain deed from Fred S. Toombs recorded in Deed Book 30 at Page 111 of the records of said County; reference to said deed and record being here made.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

together with all rights, ways, privileges, servitudes, interest, easements, improvements, tenements, hereditaments, appurtenances, and advantages thereunto belonging or pertaining, and all fixtures, equipment and appliances now or subsequently attached to the improvements and forming a part thereof, and all the rents, issues and profits thereof (all said property being herein referred to as "the premises").

CANCELLED BY AUTHORITY RECORDED IN BOOK
7103 PAGE 376

THIS 2 DAY OF June 19 95

W. E. Davis
By: M. Taylor D. C. CHANCERY CLERK

Assignment of this Instrument Recorded In
Real Est T/D Book

No. 335 Page 240

This 3 day of April 19 88

A. H. Ferguson Clerk
DS.

TO HAVE AND TO HOLD the same, unto Trustee and to his successors and assigns forever.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Trustor hereby transfers, sets over and assigns:

(a) To Trustee, all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

(b) To Trustee, all other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Trustor, however, so long as Trustor is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraph (b), is hereby authorized to pay same to Beneficiary upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Beneficiary to discontinue same.

(c) To Beneficiary, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

IN TRUST, however, to secure to Beneficiary (1) payment of the indebtedness above mentioned; (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained.

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.
3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in form and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.
6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.
8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.
9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on each such advancement at the rate of eight per cent. (8%) per annum, and all such sums and interest thereon shall be secured hereby.
10. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Trustor's obligations, covenants or agreements hereunder,
 - (a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand which are hereby expressly waived, and

(b) Trustee, at the request of Beneficiary, shall be entitled to immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell the premises hereinbefore described and conveyed at public auction for cash, to the highest and best bidder during legal hours, at any front door of the County court house of the county in which said premises are situated after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the premises according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice has begun. If the premises conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all the premises shall be made, and his selection shall be binding upon Trustor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time and place of sale and may sell said premises in parcels or as a whole, as he may deem best, and without taking possession of the same. He is authorized to appoint an agent or auctioneer to make such sale in his absence, which sale shall be as valid as if made by Trustee. Out of the proceeds arising therefrom, Trustee shall first pay all the costs and expense of executing this trust, including a reasonable compensation to himself; next, Trustee shall pay to Beneficiary the balance of this indebtedness then remaining unpaid, including attorneys' fees; any surplus thereafter shall be turned over to Trustor. At any sale had by any Trustee hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where Trustee shall make such adjournment. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand upon Trustee, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to re-ent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the security, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Trustor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expense incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustor and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

11. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this deed of trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this deed of trust by judicial proceedings, or authorizes Trustee to conduct Trustee's sale proceedings hereunder, Trustor and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

13. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. Trustee covenants faithfully to perform the trust herein created.

15. Beneficiary shall have power successively to remove Trustee, or any successor Trustee, and to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the office of the Chancery Clerk in the county in which the above described land is situated, when the deed of said successor Trustee is filed for record in said office. No one exercise of this power of appointment, power of sale or any other power or right given in this trust deed shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this trust deed until said indebtedness is fully paid and discharged.

16. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

17. Any agreement hereafter made by Trustor and Beneficiary pursuant to this deed of trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

18. When all indebtedness secured hereby has been paid, this deed of trust and all assignments herein contained shall be void, and Beneficiary will execute and deliver to Trustor an instrument sufficient in form and substance to enable Trustor to cause this instrument to be satisfied or discharged of record, and it is agreed that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by Trustor.

19. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, Trustor has executed this deed of trust the day and year first above written.

Harvey Phillips

 HARVEY PHILLIPS

Emmie Jean Phillips

 EMMIE JEAN PHILLIPS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named HARVEY PHILLIPS and wife, EMMIE JEAN PHILLIPS, (a/k/a Butler Phillips),

who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned as their own act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of February 19 75

Harold Lee Kelly
NOTARY PUBLIC
My commission expires 5-1-78

Deed of Trust

FROM

TO

TRUSTEE FOR

NORTH MISSISSIPPI SAVINGS &
LOAN ASSOCIATION

STATE OF MISSISSIPPI
COUNTY OF Desoto

H. P. Ferguson
Clerk of the Court of Chancery of said County,
do hereby certify that the foregoing con-
veyance was filed for registration in this office on the
at 1st day of March, 19 75,
recorded in Book 187 Page 75 and was
of the land Mortgage Records of said County
on the 19 day of March, 19 75

Clerk of the Court of Chancery

By

Fee 5.00 pd.

Desoto Tally

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 20 minutes P. M. 18 day of March 1975, and that the same has been recorded in Book 187 Page 75 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

*3-500096

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc.

to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 176 at PAGE 283 of the record of Deeds of Deeds of Trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi, 39205, when it has been recorded.

THIS the 12th day of March, 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi

BY: G. R. Munton, Jr.

BY: Harold A. Hogue

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Controller and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of March, 19 75.

Walter McKenzie
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 408-A

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 79 records of REAL ESTATE TRUST DEEDS of said County,

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 3.00 pd.

H. P. Ferguson, CLERK

3-500095

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven Inc.

to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 176 at PAGE 281 of the record of Deeds of Deeds of Trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi, 39205, when it has been recorded.

THIS the 12th day of March, 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi

BY: G. R. Munton, Jr.

BY: Harold A. Hogue



STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Controller and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of March, 19 75.

Glenn McKenzie
Notary Public

My Commission Expires March 4, 1979

LS 408-A

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 80 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fee: 3.00

H. P. Ferguson CLERK

3-500094

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc.

to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 176 at PAGE 279 of the record of Deeds of Deeds of Trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi, 39205, when it has been recorded.

THIS the 12th day of March, 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi

BY: G. R. Munton, Jr.
G. R. Munton, Jr.

BY: Harold A. Hogue
Harold A. Hogue



STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Controller and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of March, 19 75.

Walter McKenzie
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 408-A



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 81 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 3.00 pd.

H. P. Ferguson CLERK

3-500093

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven Inc.

to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 176 at PAGE 277 of the record of Deeds of Deeds of Trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi, 39205, when it has been recorded.

THIS the 12th day of March, 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi

BY: G. R. Munton, Jr.
G. R. Munton, Jr.

BY: Harold A. Hogue
Harold A. Hogue



STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Controller and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of March, 19 75.

Wesley McKenji
Notary Public

My Commission Expires: March 4, 1979

LS 408-A

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 82 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees 3.00

H. P. Ferguson, CLERK

3-500085

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc.

to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 176 at PAGE 265 of the record of Deeds of Deeds of Trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi, 39205, when it has been recorded.

THIS the 12th day of March, 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi.

BY: G. R. Munton, Jr.
G. R. Munton, Jr.

BY: Harold A. Hogue
Harold A. Hogue

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Controller and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of March, 19 75.

Vada McKenzie
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 408-A

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 83 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 3.00 pd.

H. P. Ferguson, CLERK

3-500089

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc.

to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 176 at PAGE 269 of the record of Deeds of Deeds of Trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi, 39205, when it has been recorded.

THIS the 12th day of March, 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi

BY: [Signature]
G. R. Munton, Jr.

BY: [Signature]
Harold A. Hogue



STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Controller and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of March, 19 75.

[Signature]
Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 408-A



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 84 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees 3.00

[Signature]
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 75

THIS 12 DAY OF Nov 1975

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned BAILEY HOMES OF SOUTHAVEN, INC., A Mississippi Corporation,

hereinafter designated "Grantor," conveys and warrants to TOM B. SCOTT, JR.

as Trustee, the following described property, located in

DESOTO County, Mississippi, to-wit:

Lot 209, Section "A" Revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

This new note and Deed of Trust is an extension and renewal of that certain Deed of Trust of record dated June 5, 1974, and recorded in Book 176, Page 283.

This is the first lien on the above-described property except _____

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the UniFirst Federal Savings and Loan Association of Jackson, Jackson, Mississippi

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

\$ 26,400.00 Twenty Six Thousand Four Hundred & NO/100 Dollars due Nine (9) months from date, being December 5, 1975, together with interest from date at the rate of 1% over First National City Bank of New York prime established on the first day of each month. Maximum rate will be 15% and minimum rate will be 9 1/4%. Interest is payable monthly and is due and payable on the first of each month and if not paid by the tenth (10th) of each month, the loan will be in default.

bearing interest at the rate of _____ percent per annum from _____ date _____ together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 5th day of March, 1975.

BAILEY HOMES OF SOUTHAVEN, INC.

BY: Terry M. Loveless
Terry M. Loveless, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Terry M. Loveless, President of the above named Bailey Homes of Southaven, Inc., a corporation,

for and on behalf of said corporation
who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned, as the act and deed of said corporation,

Given under my hand and official seal, this 3rd day of March, 1975.

Roe D. Loftis Notary Public
My Commission Expires April 23, 1978

4.00 pd

Perry, Taylor & White
Attorneys at Law
1709 State Line Road
Southaven, Mississippi 386
366

By _____ of _____
Page _____ and the _____
on the _____ was filed _____
County _____ I, the _____
COUNTY _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 19 day of March 1975, and that the same has been
recorded in Book 184 Page 85 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 4.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

193 PAGE 76

THIS 12 DAY OF NOV 1975

J. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned BAILEY HOMES OF SOUTHAVEN, INC., A Mississippi Corporation

hereinafter designated "Grantor," conveys and warrants to TOM B. SCTOO, JR.

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 204, Section "A" Revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

This new note and Deed of Trust is an extension and renewal of that certain Deed of Trust of record dated June 5, 1974, and recorded in Book 176, Page 281.

This is the first lien on the above-described property except _____

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Unifirst Federal Savings and Loan Association of Jackson, Jackson, Mississippi.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 29,400.00) Twenty Nine Thousand Four Hundred & No/100 Dollars due nine (9) months from date, being December 5, 1975, together with interest from date at the rate of 1% over First National City Bank of New York prime established on the 1st day of each month. Maximum rate will be 15% and minimum rate will be 9 1/4%. Interest is payable monthly and is due and payable on the first of each month and if not paid by the tenth (10th) of each month, the loan will be in default.

bearing interest at the rate of _____ percent per annum from _____ date _____ together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 5th day of March, 1975

BAILEY HOMES OF SOUTHAVEN, INC.
 BY: Terry M. Loveless
 Terry M. Loveless, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Terry M. Loveless, President of the above named Bailey Homes of Southaven, Inc. a corporation.

for and on behalf of said corporation who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 5th day of March, 1975

Roe B. Leftie Notary Public
 My Commission Expires April 28, 1978

*Perry Taylor & W
 Attorneys at Law
 1709 State Line Road
 Southaven, Mississippi*

By _____ of _____ Page _____ and th _____ on the _____ was _____ Cou _____ STA _____ COL _____
 STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March, 1975, and that the same has been recorded in Book 184 Page 87 records of REAL ESTATE TRUST DEEDS of said County.
 Witness my hand and seal this the 19 day of March, 1975.
 Fees \$ 4.00 pd.
H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
187 PAGE 326
THIS 27 DAY OF June 1975
W. D. [Signature]
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned BAILEY HOMES OF SOUTHAVEN, INC., A Mississippi Corporation

hereinafter designated "Grantor," conveys and warrants to Tom B. Scott, Jr.

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 203, Section "A" Revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

This Deed of Trust is an extension and renewal of that certain Deed of Trust of record dated June 5, 1974 and recorded in Book 176 Page 279, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi

This is the first lien on the above-described property except _____

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the UniFirst Federal Savings and Loan Association of Jackson, Jackson, Mississippi.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

\$ 26,000.00 Twenty Six Thousand and No/100----- Dollars due nine (9) months from date, being December 5, 1975, together with interest from date at the rate of 1% over First National City Bank of New York prime established on the 1st day of each month. Maximum rate will be 15% and minimum rate will be 9 1/4%. Interest is payable monthly and is due and payable on the first of each month and if not paid by the tenth (10th) of each month, the loan will be in default.

bearing interest at the rate of ----- percent per annum from _____ date _____, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 5th day of March, 1975

BAILEY HOMES OF SOUTHAVEN, INC.

BY: Terry M. Loveless
Terry M. Loveless, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Terry M. Loveless, President of the above named Bailey Homes of Southaven, Inc., a corporation.

Terry M. Loveless for and on behalf of said corporation who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned, as the act and deed of said corporation, being thereunto first duly authorized. Given under my hand and official seal, this 5th day of March, 1975 to do so.

Rose L. Loftis Notary Public
My Commission Expires April 28, 1978
My Commission Expires

Derry, Taylor & Whitwell
Attorneys at Law
1709 State Line Road
Southaven, Mississippi 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 89 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of March 1975.

Fees \$4.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
189 PAGE 433
THIS 25 DAY OF August 1975
H. S. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned BAILEY HOMES OF SOUTHAVEN, INC., A MISSISSIPPI CORPORATION.

hereinafter designated "Grantor," conveys and warrants to TOM B. SCOTT, JR.

as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 32, Section "A" Revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

This new Note and Deed of Trust is an extension and renewal of that certain Deed of Trust of record dated June 5, 1974, and recorded in Book 176, Page 277.

This is the first lien on the above-described property except _____

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Unifirst Federal Savings and Loan Association of Jackson, Jackson, Mississippi.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:
(\$ 27,900.00) Twenty Seven thousand Nine Hundred & No/100 Dollars due nine (9) months from date, being December 5, 1975, together with interest from date at the rate of 1% over First National City Bank of New York prime established on the 1st day of each month. Maximum rate will be 15% and minimum rate will be 9 1/4%. Interest is payable monthly and is due and payable on the first of each month and if not paid by the tenth (10th) of each month, the loan will be in default.

bearing interest at the rate of _____ percent per annum from _____ Date _____ together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 5th day of March, 1975

BAILEY HOMES OF SOUTHAVEN, INC.
 BY: Terry M. Loveless
 Terry M. Loveless, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Terry M. Loveless, President of the above named Bailey Homes of Southaven, Inc., a Corporation

Terry M. Loveless for and on behalf of said corporation who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned, as the act and deed of said corporation, being thereunto first duly authorized. Given under my hand and official seal, this 5th day of March, 1975 to do so.

Rose L. Lefter Notary Public
 My Commission Expires April 23, 1978
 My Commission Expires _____

Perry, Taylor & Whitwell D
 Attorneys at Law
 4709 State Line Road
 Southaven, Mississippi 38671

By _____ of _____
 Page _____ and the sa _____
 on the _____
 was filed _____
 County, h _____
 I, the u _____
 COUNTY _____

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 91 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fee \$ 4.00 pd.

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN 187 PAGE 327
THIS 26 DAY OF June 1975
W.D. Tolson

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned BAILEY HOMES OF SOUTHAVEN, INC., A
Mississippi Corporation

hereinafter designated "Grantor," conveys and warrants to TOM B. SCOTT, JR.
as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 28, Section "A" Revised, Churchwood Estates
Subdivision, in Section 2, Township 2 South, Range
8 West, as shown of record in Plat Book 12, Pages 45 and 46,
in the Office of the Chancery Court Clerk of DeSoto Con
County, Mississippi.

This new Note and Deed of Trust is an extension and renewal of that
certain Deed of Trust of record dated June 5, 1974, and recorded in
Book 176, Page 269.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the
Unifirst Federal Savings and Loan Association of Jackson, Jackson, Mississippi
its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 26,900.00, Twenty Six Thousand Nine Hundred & No/100 Dollars due nine (9) months
from date, being December 5, 1975, together with interest from date at the
rate of 1% over First National City Bank of New York prime established on
the 1st day of each month. Maximum rate will be 15% and minimum rate will
be 9 1/4%. Interest is payable monthly and is due and payable on the
first of each month and if not paid by the tenth (10th) of each
month, the loan will be in default.

bearing interest at the rate of ----- percent per annum from date, together with attorney's
fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or
Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other
manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or
guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the
indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at
the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight
percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness;
and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and
contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all
of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secur-
ed hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other in-
surance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described in-
debtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property;
(5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon
in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by
this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by
said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to
secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness de-
scribed in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the in-
debtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all cove-
nants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 5th day of March 19 75

BATLEY HOMES OF SOUTHAVEN, INC.
 BY: Terry M. Loveless
 Terry M. Loveless, President

STATE OF MISSISSIPPI)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Terry M. Loveless, President of the above named Bailey Homes of Southaven, Inc., a corporation for and on behalf of said corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned, as the act and deed of said corporation, being thereunto first duly authorized.

Given under my hand and official seal, this 5th day of March 19 75 to do so.

Rose B. Lott Notary Public
 My Commission Expires June 28, 1978

Derry Taylor & Whitwell
 Attorneys at Law
 1709 State Line Road
 Southaven, Mississippi 38671

By _____ of _____ Page _____ and the said _____ on the _____ was filed _____ County, he _____ STATE OF _____ COUNTY _____

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 93 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 4.00 and.

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
192 PAGE 608
THIS 6 DAY OF November 1975
H. V. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned BAILEY HOMES OF SOUTHAVEN, INC. A
Mississippi Corporation
hereinafter designated "Grantor," conveys and warrants to TOM B. SCOTT, JR.
as Trustee, the following described property, located in
DeSoto County, Mississippi, to-wit:

Lot 11, Section "A" Revised, Churchwood Estates
Subdivision, in Section 2, Township 2 South, Range 8 West,
as shown of record in Plat Book 12, Pages 45 and 46,
in the Office of the Chancery Court Clerk of DeSoto
County, Mississippi.

This new Note and Deed of Trust is an extension and renewal of that
certain Deed of Trust of record dated June 5, 1974, and recorded
in Book 176, Page 265.

This is the first lien on the above-described property except _____

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the
UniFirst Federal Savings and Loan Association of Jackson, Jackson, Mississippi.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 26,000.00) Twenty Six Thousand and No/100----- Dollars due nine (9) months
from date, being December 5, 1975, together with interest from date at the
rate of 1% over First National City Bank of New York prime established on
the 1st day of each month. Maximum rate will be 15% and minimum rate will
be 9 1/4%. Interest is payable monthly and is due and payable on the first
of each month and if not paid by the tenth (10th) of each month, the loan
will be in default.

bearing interest at the rate of ----- percent per annum from _____ date _____ together with attorney's
fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or
Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other
manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or
guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the
indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at
the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight
percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness;
and further to secure the performance, reamortization and fulfillment of all the obligations, agreements and covenants of this trust and
contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all
of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secur-
ed hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other in-
surance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described in-
debtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property;
(5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon
in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by
this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by
said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to
secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness de-
scribed in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the in-
debtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all cove-
nants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 838 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 5th day of March, 1975

BAILEY HOMES OF SOUTHAVEN, INC.

BY: Terry M. Loveless
Terry M. Loveless, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Terry M. Loveless, President of the above named Bailey Homes of Southaven, Inc., a corporation.

Terry M. Loveless for and on behalf of said corporation who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned, as the act and deed of said corporation, being thereunto first duly authorized. Given under my hand and official seal, this 5th day of March, 1975 to do so.

Rosa B. Lefler Notary Public
My Commission Expires April 29, 1978

Perry Taylor & Whitwell
Attorneys at Law
1709 State Line Road
Southaven, Mississippi 38671

STATE	MISSISSIPPI
COUNTY	DESOTO
I, the	<u>Terry M. Loveless</u>
County,	<u>DeSoto</u>
was filed	<u>on the 5th day of March 1975</u>
on the	<u>5th</u>
and the	<u>5th</u>
Page	<u>95</u>
Witness	<u>H. P. Ferguson</u>
of	<u>H. P. Ferguson</u>
By	<u>H. P. Ferguson</u>

I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 95 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March, 1975.

Fees \$ 4.00

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
292 PAGE 5
THIS 19 DAY OF Jan. 1983
W. M. Ferguson
CHANCERY CLERK

Branch Memphis #90 No. Mos 180

February 3 1975

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, Hampton S. Edwards

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Jackson Mississippi, hereinafter called Beneficiary, in the sum of Sixteen Thousand Thirty Eight and no/100 Dollars (\$16,038.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$89.10, the first of said installments being due and payable on the 5th day of May 1975, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III, hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of DeSoto

State of Mississippi, described as follows:
1 1/2 Acres located partly in SE 1/4 of SW 1/4 and partly in SW 1/4 of SE 1/4 of Section 31, Township 3 South, Range 6 West, DeSoto County, Mississippi, described as follows:
Beginning at SE Corner of said SE 1/4 of SW 1/4 of said Section 31 and run East 30'; thence North 5' 30' West 859 feet to a stake on the East Boundary of the Blacktop Smith Road which is the point of beginning for the lot herein described; thence around said lot as follows: East 230 feet to a fence; thence North 7' 30' West along said fence 305 feet to a fence corner; thence West along a fence 175 feet to the East Boundary of Smith Road; thence Southerly along the East Boundary of said Road 300 feet to the Point of Beginning, containing 1.5 acres, more or less.

For source of title see book 114 page 256.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced, pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgage clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 3rd day of February, 19 75.

Hampton S. Edwards

WITNESS: Jerry Franklin

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named _____

to me personally known, who acknowledged that _____ signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 19 _____.

Notary Public
My Commission Expires: _____

SEAL

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jerry Franklin, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn deposed and saith that he saw the within names Hampton S. Edwards and _____

husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III, (Trustee)

Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Hampton S. Edwards and _____ husband and wife.

GIVEN under my hand and official seal, this the 3rd day of February, 19 75.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 29, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 97 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 4.00

H. P. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION
THIS INDENTURE, this day made and entered into between

REEVES- WILLIAMS, INC., A MISSISSIPPI CORPORATION

of the first part, hereinafter designated as the Grantor,

TOM B. SCOTT, JR. Trustee, of the second part, hereinafter designated as Trustee, and

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

FORTY THOUSAND AND no/100-----DOLLARS

(\$ 40,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10.50 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The entire sum of principal and interest accrued shall be due and payable one hundred eighty days (180) from the date hereof.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto
State of Mississippi, and more particularly described as follows, to-wit:
Lot 1118, Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

100

In case the Grantor or its vendees of property herein conveyed, immediate or remote, should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankruptcy or proceedings be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against grantor or its said vendees, immediate or remote, or either of them, looking to the appointment of a receiver assignee, or trustee then and in either or any such case, in the whole indebtedness secured hereby, may at its option of said beneficiaries or the holder of the indebtedness be declared due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 18th day of March, 1975

BY: *John A. Rotves*
John A. Rotves, President
BY: *Robert M. Williams*
Robert M. Williams, Vice-President

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19

My Commission Expires: _____
Notary Public

102

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Robert M. Williams, Jr., and Jon A. Reeves, President and Vice President

respectively of the above named Reeves-Williams, Inc.
a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 18th day of March, 1975

My Commission Expires: January 16, 1977



LAND DEED OF TRUST

from _____
to _____

Trustee

Filed for Record _____, 19 _____ M.

o'clock

Clerk

STATE OF MISSISSIPPI }
Chancery }
Court }
DeSoto County

I certify that this Deed of Trust was filed for
record in my office at 10:30 o'clock A. M., on
the 19 day of March, 1975
and was duly recorded the _____ day of
_____ 19 _____ on page _____

Book No. _____ in my office.

Witness my hand and seal of office, this

day of _____, 19 _____

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

W. F. R. & B. LTD.

7th Floor

SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 19 day of March 1975, and that the same has been
recorded in Book 184 Page 99 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 2.50 pd.

SEAL

H. P. Ferguson

CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Alvin E. Gilles, et ux
To { DEED OF TRUST
Security Bank of Southaven

THIS INDENTURE, Made this 17th day of March, 1975
between Alvin E. Gilles and wife, Sandra B. Gilles
of the first part,
and Security Bank of Southaven
of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of \$9,500.00 evidence by promissory note of even date. This note is due and repayable in one annual installment of \$1,500.00 principal plus interest on or before March 8, 1976, with the balance due and payable in four equal principal instalments of \$2,000.00 each plus interest accrued thereon, the first \$2,000.00 installment due on March 8, 1977, with like instalments due on March 8 of each succeeding year until paid in full.

When due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Dwight K. Luter, Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

Lot 14, Hickory Hollow Subdivision, in Section 16, Township 2, Range 8 West, DeSoto County, Mississippi, as shown by plat of record in plat book 13, pages 6-8, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the First Part reserve the right to prepay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder and owner of the note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property, and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the day of 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the parties of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness signature the date written above.
Alvin E. Gilles
Sandra B. Gilles

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me the undersigned authority
Alvin E. Gilles and Sandra B. Gilles
of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 17th day of March, 1975
My commission expires: (SEAL) 1-16-77
By J. B. Young Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 103 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees: 2.50
CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE 213
THIS 25 DAY OF July 1977
H. P. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Virgil R. Parker and wife,
Ruth Parker

To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 18th day of March, 1975
between Virgil R. Parker and wife, Ruth Parker

and The Hernando Bank of the first part,
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y
of the second part in the sum of Five Thousand, Five and No/100 - -Dollars

(\$5,005.00) evidenced by one promissory note of even date herewith bearing interest at the
rate of six per cent per annum after maturity due and payable in 59 equal monthly install-
ments of \$83.40 and one installment of \$84.40, the first installment being due and payable
on the 20th day of Apr, 1975 and a like installment being due and payable on the 20th day of
each successive month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the year 19... rest in record.
and the part ies of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part
paid by H. R. Garner Trustee, the part ies of the first part have this day granted,
lurgained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
products of every kind that... on the land that
may cultivate or cause to be cultivated, or land used or to be used and all farming implements of every kind and

More particularly described as follows, to-wit:

Two (2) Acres, more or less, in the Northeast Quarter of Section 5, Township 4, Range 7
West, DeSoto County, Mississippi, described as: Beginning at a stake 1,208 feet South of
the Northwest Corner of the Northeast Quarter of Section 5; thence South 325 feet to a stake;
thence East 268 feet to a stake; thence North 325 feet to a stake; thence West 268 feet to
the Point of Beginning.

The grantor will at all times during the continuance of this deed of trust keep the build-
ings and improvements on said premises insured against loss or damage by fire, storm and
other hazard in such reliable insurance company, or companies, as may be acceptable to the
beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be
approved by beneficiary, and all policies covering the same shall contain the proper loss
payable clause in favor of the beneficiary, his successors or assigns.

This trust deed is issued in renewal and extension of a prior trust deed in favor of
The Hernando Bank, Dated April 27, 1973 and recorded in Real Estate trust deed records,
DeSoto County, Miss. in Book No. 158, Page No. 223, on May 1, 1973.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness
on or before ~~30~~ ~~as hereinabove stated~~ then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part y of the second part
its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Virgil R. Parker, Sr.
Ruth Parker

STATE OF MISSISSIPPI, DESOTO COUNTY. the undersigned authority.
Personally appeared before me Virgil R. Parker, Sr. and wife, Ruth Parker of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 18th day of March 1975
My Commission Expires (SEAL) My Commission Expires May 7, 1977 By Beverly B. Scott Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. Before me one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 19 day of March 1975, and that the same has been
recorded in Book 184 Page 105 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 19 day of March 1975.

Fee \$ 2.50
H. P. Ferguson, CLERK

Release of Deed of Trust

+++++

DeSoto
To The Chancery Clerk of ~~Tate~~ County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit: One executed by I. D. Goodwin and wife, Betty Lane Goodwin for the benefit of Senatobia Bank dated the 11th day of October 1974 and recorded in Mortgage Record Book No. 180 Page 436 of the records in your office.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

Witness my hand, this 14th day of March A. D. 19 75.

SENATOBIA BANK

By W. L. Hyde V.P.

STATE OF MISSISSIPPI,
Tate County.

Personally appeared before me Cecille B. Meek, Notary Public

in and for said County and State, the above named Walter L. Hyde, Vice President of Senatobia Bank who acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed, of said bank.

Witness my hand and official seal this 14 day of March A. D. 19 75

Cecille B. Meek
Notary Public.



(Seal)

My Commission Expires:

My Commission Expires January 20, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock no minutes P. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 108 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees: 2.50

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

741 PAGE 653
THIS 30 DAY OF Dec 1994

W.E. Davis
CHANCERY CLERK
Wyn. Graham, Jr.

Assignment of this Instrument Recorded in

Real estate 710 Book

463 Page 175
File on 14th day of Feb. 19 89

W.C. Davis
Wyn. D. Taylor, S.C.

219118-71

FORM NO. 1581 REV. 3/74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,

DAVID CLIFTON JAMISON and DIANE JAMISON

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,
IN THE SUM OF

THIRTY THREE THOUSAND FIVE HUNDRED AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS
IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF April 19 95-

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF
COVENANTS AND AGREEMENTS HEREIN MADE,

DAVID CLIFTON JAMISON and wife, DIANE JAMISON

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED
TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

Lot 18, Green Acres Estates Subdivision, Section 31, Township 3
South, Range 7 West, DeSoto County, Mississippi, as shown on the
recorded plat of said subdivision in Plat Book 6, Pages 42, 43
and 44 in the Office of the Chancery Court Clerk of said county;

SUBJECT TO: Subdivision and Zoning rules and regulations of
DeSoto County Planning Commission; Requirements of DeSoto County
Health Department; and, Rights-of-Way and Easements for public
roads and public utilities, and Restrictive Covenants for said
subdivision as recorded in Plat Book 6, Pages 42, 43 and 44 in
said Clerk's Office.

CONTAINING IN ALL 3 ACRES, MORE OR LESS.

The foregoing description is attached to and made a part of that certain
mortgage executed by DAVID CLIFTON JAMISON
et al., dated MARCH 11, 1975, as security for an indebtedness
to The Federal Land Bank of New Orleans in the amount of \$ 33,500.00

David Clifton Jamison
Signed for Identification

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH THE RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, MONIES SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANTY EXTENSIONS OR DEFERMENTS OF THE DATE OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THERewith.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 888, MISSISSIPPI CODE OF 1942, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 11th DAY OF MARCH 1975

David Clifton Jamison
Diane Jamison

STATE OF MISSISSIPPI }
COUNTY OF _____ }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT _____ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 19____

(SEAL) _____
MY COMMISSION EXPIRES _____ (OFFICIAL CAPACITY)

STATE OF MISSISSIPPI }
COUNTY OF DeSOTO }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

DAVID CLIFTON JAMISON and wife, DIANE JAMISON

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 19th DAY OF March 1975

(SEAL) 155
MY COMMISSION EXPIRES April 3, 1975 (OFFICIAL CAPACITY)
M. B. Hays
Notary Public

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 50 minutes P. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 109 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

112

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of DeSoto County, Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by Charles E. Lancaster and Martha S. Lancaster for the benefit of North Mississippi Savings & Loan Association which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 6 day of June, 1969, and recorded in Book 110 at Page 119

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

This the 19 day of March, 1974.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By [Signature]
ASSISTANT SECRETARY

STATE OF MISSISSIPPI
DeSoto COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named William X. Davis being known to me to be the Asst Secretary of North Mississippi Savings & Loan Association who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned, for and on behalf of said Association, and being authorized so to do.

Given under my hand and seal of office, this the _____ day of _____, 19____

[Signature]
Notary Public
Chancery Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 25 minutes P. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 112 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 19 day of March, 1975.

Fee 2.50

[Signature] CLERK

Lot 1254, Section F, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Virden Homes, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 181 at Pages 585 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 12th day of March, 19 75.

WORTMAN & MANN, INC.

BY: Mark B. Loflin
Mark B. Loflin, Sec-Treas.



STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Mark B. Loflin Secretary-Treasurer of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 12th day of March, 19 75.

Joseph B. Shepard
NOTARY PUBLIC



My Commission Expires:
My Commission Expires Jan. 27, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 20 minutes P. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 113 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19 day of March 1975.
Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

114

741755

RELEASE DEED

WHEREAS, by a certain Trust Deed dated the 2nd day of March 1967, and recorded in Book 93 Page 521, in the Register's Office of DeSoto County, Mississippi, KENNETH E. BULLARD AND WIFE, NINA SUE BULLARD

conveyed to O. B. Taylor, as Trustee, the real estate in said Trust Deed described, for the purpose of securing the payment of an indebtedness evidenced by a note fully described in said Trust Deed; and

WHEREAS, the note described in and secured by said Trust Deed has been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said Trust Deed;

NOW, THEREFORE, in consideration of the premises the undersigned, THE BOWERY SAVINGS BANK

as the legal owner and holder of the note secured by said Trust Deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said Trust Deed, and to this end quit-claim and convey unto the said heirs and assigns all right, title, and interest in and to the real estate described in said Trust Deed, to which reference is made for a particular description of said property.

The undersigned, THE BOWERY SAVINGS BANK covenants with the said that he the legal owner and holder of the note described in and secured by said Trust Deed that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said THE BOWERY SAVINGS BANK has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do), this 15 day of January, 1975.

THE BOWERY SAVINGS BANK
Frederick H. Bruckett DEPUTY MORTGAGE OFFICER
James E. Pearlman DEPUTY MORTGAGE OFFICER

STATE OF STATE OF NEW YORK
COUNTY OF COUNTY OF NEW YORK

On this 15th day of January, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Frederick H. Bruckett AND James E. Pearlman to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as a free act and deed.
WITNESS my hand and Notarial Seal at office the day and year above written.

Notary Public
MERLIN E. MEYER
NOTARY PUBLIC, State of New York
No. 24-2683285
Qualified in Kings County
Term Expires March 30, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the above instrument was filed for record at 11 o'clock 30 minutes A.M. on 18 day of March 1975, and that the same has been recorded in Book 184 Page 114 of the REGISTER'S OFFICE OF REAL ESTATE TRUST DEEDS

19 March 1975
2.50

J.P. Ferguson

Attest
H. B. Ferguson
Chancery Clerk
By: *F. E. Davis, Jr.*

FOR REAL ESTATE, CHATTEL OR BOTH

Florida Jenkins, et ux,
Grantors
To { DEED OF TRUST
William F. Hagan, Trustee
for T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 7th day of March 1975
between Florida Jenkins and wife, Hattie Jenkins, parties
of the first part,
and T.P. Flinn, Jr., Party
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of One thousand one hundred fifty & no/100 dollars (\$1,150.00), evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from December 20, 1973, due and payable on or before December 20, 1976. Interest payable annually.

existence of this trust deed
and any further amount that the party of the second part may furnish the party of the first part during the term of the trust deed, not to exceed \$350.00 and the part ies of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the undivided fractional part of the land that is owned jointly and all the interest therein to be presently owned by the part ies of the first part, together with all the crops, timber, and other things growing on the land that are now cultivated, or to be cultivated, as hereinafter set forth and all the fixtures, improvements, and every kind and

TRACT I: Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 31, Township 3, Range 8, thence east 210 feet to a point; thence North 210 feet to a point; thence West 210 feet to a point; thence south 210 feet to the point of beginning containing 1.0 acre, more or less, and being the same land conveyed by Florida Jenkins, et ux, to Florida Jenkins, et ux, by Warranty Deed dated March 26, 1968, recorded in Book 73, Page 560, of the deed records of DeSoto County, Mississippi.

TRACT II: A tract of land in the northwest Quarter of Section 31, Township 3, Range 8 West, described as beginning 210 feet east of the southwest corner of the northwest quarter of said northwest Quarter of Section 31, and further being described as the southeast corner of the Florida Jenkins one acre tract as described in a certain Warranty Deed of record in Book 47, Page 161 in the deed records of DeSoto County, Mississippi; thence east along the quarter section line a distance of 50 feet to a point; thence north 417.4 feet to a point; thence west a distance of 260 feet to a point, said point being the southwest corner of the Robert Langston 2-1/2 acre tract as described in Deed Book 59, Page 12, of the deed records of DeSoto County, Mississippi; thence South along the west line of the Northwest Quarter of said Section 31 a distance of 207.4 feet to a point, said point being the northwest corner of the Florida Jenkins one acre tract as described in Deed Book 47, Page 161 of the records of DeSoto County, Mississippi; thence east along the north line of the Florida Jenkins tract a distance of 210 feet to a point being the northeast corner of the Florida Jenkins tract; thence south 210 feet along the east line of the Florida Jenkins one acre tract to the southeast corner of said tract, being the point of beginning and containing 1.47 acres, more or less, and being the same land conveyed by Lovie Jenkins, et al, to Florida Jenkins, by Warranty Deed dated September 25, 1968, and recorded in Book 76, Page 55, of the deed records of DeSoto County, Mississippi.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes on said property paid by party of the second part are fully covered by this trust deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the day as aforesaid, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.
Witness
Florida Jenkins
Hattie B. Jenkins
Hattie Jenkins

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Florida Jenkins and wife, Hattie Jenkins

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
MY COMMISSION EXPIRES: (SEAL) 18th day of March 1975
By: *Stage L. Daniels* Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me of said County, this day personally appeared the above named Florida Jenkins and wife, Hattie Jenkins, who, being first duly sworn

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. 19 184 115 March 1975, and that the same has been recorded in Book 184 Page 115 records of REAL ESTATE TRUST DEEDS

2.50

20 March 1975
H. B. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

217 PAGE 374

THIS 21 DAY OF Oct 19 77

H. G. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Thomas R. Meador, et ux,

Grantors

To { DEED OF TRUST

First National Bank of Southaven,

THIS INDENTURE, Made this 18 day of March 19 75

between Thomas R. Meador and wife, Martha J. Meador, parties

and First National Bank of Southaven, Party

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y

(\$9,813.00) Beneficiary of the second part in the sum of Nine thousand eight hundred thirteen dollars evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 6% per annum from maturity, repayable in 60 monthly installments of \$163.55 each, with the first monthly installment being due and payable on or before the 27th day of April, 1975, and one installment is due and payable on or before the 23rd day of each consecutive succeeding month thereafter until all installments are paid. Installments include principal and interest.

T.M.
mm

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed... and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Arthur Higgins, Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... on hand, and all the crops of every kind to be grown by... either as landlord or tenant or otherwise; during the year 1975, on the land that... may cultivate, or cause to be cultivated, as landlord or tenant and all... farming implements of every kind and

Lot 19 in Section A of Pleasant Hill Estates East Subdivision as shown on Plat appearing of record in Plat Book 11, Pages 4-8 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 6 West.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed by parties of the first part that failure to pay any installment when due matures the entire indebtedness and the trustee or substitute trustee is authorized to foreclose this Trust Deed.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this Trust Deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the day of AS AFORESAID then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Thomas R. Meador
Martha J. Meador



STATE OF MISSISSIPPI, DESOTO COUNTY
I personally appeared before me the undersigned authority of said County, the within named Thomas R. Meador and wife, Martha J. Meador, they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 18th day of March 19 75 Bonnie J. Ingram
My Commission Expires: May 7, 1977 (SEAL) By Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 20 P. 19 March 1975, and that the same has been recorded to Book 184 Page 116 of said County.

20 March 1975
H. G. Ferguson

250

Release of Deed of Trust

=====

To The Chancery Clerk of ^{Desoto} Tate County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit: One executed by Frank & Barbara Taylor for the benefit of Gay Farms Corp dated the 15th day of March 1975 and recorded in Mortgage Record Book No. 155 Page 554 of the records in your office.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

Witness my hand, this 14th day of March A. D. 1975

By Gay Farms Corp
James Jameson

STATE OF MISSISSIPPI,
Tate County.

Personally appeared before me Gay Farms Corp in and for said County and State, the above named James Jameson who acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 14th day of March A. D. 1975

Belinda McArthur
Notary Public.
MISSISSIPPI
TATE COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 20 minutes P. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 117 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 20 day of March 1975.
2.50
H. P. Ferguson

Authority to Cancel - Mississippi -

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Floyd Joseph Taylor & Barbara Ann Taylor to Jim Walter Corporation which deed of trust is recorded in Book Number 107 at Page 531 of the records of the deeds of trust in your office,

IN WITNESS WHEREOF, Jim Walter Corporation has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 28th day of August

JIM WALTER CORPORATION

By: J. H. Kelly
J. H. Kelly, Asst. Vice ^{PRESIDENT}



ATTEST:

S. L. Russell
S. L. Russell, Asst. ^{SECRETARY}

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J. H. Kelly and S. L. Russell who acknowledged to me that they are ^{Asst. Vice} President and Secretary, respectively, of Jim Walter Corporation, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 28th day of August, 19 73.

Sam M. Shaver
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 20 minutes P. on 19 day of March 1975, and that the same has been recorded in Book 184 Page 118 of the records of the CHANCERY CLERK'S OFFICE.

20 March 1975.
H. P. Ferguson

250

Authority to Cancel - Mississippi -

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain deed of trust executed by Floyd Joseph Taylor and wife, Barbara Taylor to Jim Walter Corporation which deed of trust is recorded in Book Number 108 at Page 459 of the records of the deeds of trust in your office,

IN WITNESS WHEREOF, Jim Walter Corporation has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 28th day of August

JIM WALTER CORPORATION
By: J. H. Kelly
J. H. Kelly, Asst. Vice President



ATTEST:
S. L. Russell
S. L. Russell, Asst. SECRETARY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J. H. Kelly and S. L. Russell who acknowledged to me that they are President and Asst. Vice Secretary, respectively, of Jim Walter Corporation a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 28th day of August, 19 73.

Sam M. Staver
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 18, 1976
Bonded by American Fire & Casualty Co.



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 20 minutes P. on the 19 day of March 1975, and that the same has been recorded in Book 184 at 119 records of REAL ESTATE TRUST DEEDS.

2.50
H. P. Ferguson
20 March 1975.

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That the persons named below executed a Deed of Trust To W.E. Wilroy, Jr., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, on the date set out below with said Deed of Trust being of record in the Book and Page indicated of the records of the Real Estate Trust Deeds of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk:

NAME	DATE	RECORDED
William Lee Siler	July 29, 1970	Book 119, Page 215
William T. Anderson & Robert F. Kelly	March 19, 1971	Book 126, Page 429
Phillip W. Brooks, et ux	October 4, 1972	Book 149, Page 12
William V. Porter, Jr., et ux	September 19, 1970	Book 120, Page 566
David Paul Pounders, et ux	September 28, 1964	Book 78, Page 349
Donald J. Kobeck	July 27, 1970	Book 119, Page 210

NOW, THEREFORE, I, W.E. Wilroy, Jr., Trustee for Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, Beneficiary, do hereby state that the Deeds of Trust set forth above are fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of DeSoto County, Mississippi, to enter satisfaction and certificate of payment in full upon those instruments and that this Order be recorded in the records of said County also as provided by law.

W.E. Wilroy, Jr.
W.E. Wilroy, Jr., Trustee

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County aforesaid, W.E. Wilroy, Jr., Trustee, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year hereinafter set out for the purpose therein mentioned.

Given under my hand and official seal of office, this the 18th day of March, 1975.

James D. Smith
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 20 minutes P. M. 19 day of March 1975, and that the same has been recorded in Book 184 Page 120 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of March 1975.

5-00

H. P. Ferguson

USDA-FHA
Form FHA 427-1 MS
(Rev. 11-24-70)

FULLY PAID AND SATISFIED
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION, BY
COUNTY SUPERVISOR PURSUANT TO AUTHORITY
GRANTED BY H. R. 1400
6/2/94
W. E. Davis, County Clerk
by M. Beaham, etc.

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, March 19, 1975
by and between the undersigned Vera D. Kelly (Date)

residing in Desoto County, Mississippi, whose post office
address is R-1, Box 94, Hernando Mississippi 38632
grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration,
United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:
WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or
assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein
shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being
executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing accel-
eration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described
as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
3-19-75	\$14,150.00	8 1/8	3-19-2008

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and
intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated
Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949, and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder
of the insured note, in turn, will be the insured lender, and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured
lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in
connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender
set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated
the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies
against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and
will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the
Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by
the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument
shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of
the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage
to secure the Government against loss under its insurance endorsement by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign
unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of
Desoto

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A tract of land situated in the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 16, Township 3 South, Range 9 West, DeSoto County, Miss., and being more particularly described as BEGINNING at a point that is 100 feet due south of the northeast corner of the Northwest Quarter of the Northeast Quarter; thence from said point of beginning due south 76 feet to a point, which is the northeast corner of a lot owned by G. D. Riley; thence due west along said Riley north line 146 feet to a point, which is the northwest corner of said Riley lot; thence due south along the west line of said Riley lot 103 feet to a point; thence due west 104 feet to a point; thence due north 179 feet to a point, which is the southwest corner of a lot owned by Luther Crumpton; thence due east along said Crumpton south line 250 feet to the point of beginning; and being the same lands conveyed to Mrs. Vera Dell Kelly, a widow, by Noel Mort Kelly, et al, by deed dated November 12, 1974, as of record in Land Deed Book 115, page 371 in the office of the Chancery Clerk of DeSoto County, Mississippi to which deed reference is hereby made.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

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6/11/75

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 26th day of September 19 73, made and executed by Larry W. Brown and wife,
Catherine F. Brown of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 166 on page 197
of the Record of Trust Deeds, on the 27th day of September A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 19th day of March, 19 75.

THE HERNANDO BANK

[Signature]

By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 19th day of March A. D. 19 75



[Signature]

LAWRENCE-GARDNER 22844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. on 20 day of March 1975, and that the same has been
recorded in 184 176 records of REAL ESTATE TRUST DEEDS

20 day of March 1975.

250

[Signature]

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That SECURITY BANK
of Hernando, (Mississippi), the beneficiary, does hereby certify that a certain trust deed
bearing date the 12th day of July, 1974, made and executed by DAVID CLIFTON JAMISON
and wife, DIANE JAMISON, to said bank,
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 177 on page 586
of the Record of Trust Deeds, on the 23rd day of July, A. D. 1974, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

SECURITY BANK OF HERNANDO

By: Martha J. Ruckin
(Name) Asst. Cashier
(Title)

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, a Notary Public
(Name) Martha J. Ruckin, the (Title) Asst. Cashier
in and for County and State aforesaid, SECURITY BANK OF HERNANDO, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said bank, he being authorized so to do.

Given under my hand and seal of office this 19th day of March, A. D. 1975.



James C. Bussard
NOTARY PUBLIC

My Commission Expires: April 16, 1977

LAWRENCE-SAGINWOOD 17244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
45 minutes A. M. 20 day of March 1975, and that the same has been
recorded in Book 184 Page 127 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 20 day of March 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

128
CANCELLED BY AUTHORITY RECORDED IN BOOK

234 PAGE 466
THIS 4 DAY OF Dec. 1978

S. G. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Joe A. Mahan and wife,
Lula Bennett Gross Mahan,

of the first part, hereinafter designated as the Grantor,

James W. Amos, Trustee, of the second part, hereinafter designated as Trustee, and

Frank Bennett and wife, Grace
Bennett and Douglas Whitten / of the third part, hereinafter designated as the Beneficiary.
Mahan,

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Five Thousand, Nine Hundred Fifty and 00/100----- DOLLARS
(\$5,950.00-----) evidenced by two (2) promissory notes of even date herewith in favor of
the beneficiary, bearing interest at the rate of _____ per centum per _____ annum after
_____, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before the 19 day of MARCH, 1979.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point 3,111.6 feet South and 40.0 feet West of the Northeast corner of Section 28, Township 1, Range 7 West, thence South 86 degrees 31 minutes West 286.7 feet; thence South 4 degrees 44 minutes East 170.0 feet; thence North 86 degrees 31 minutes East 286.7 feet; thence North 4 degrees 44 minutes West 170.0 feet to the point of beginning, containing 1.12 acres. The directions are magnetic. All being in the East half of Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinafter set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the _____ day of Feb., 1974.

Joe A. Mahan
Joe A. Mahan
Lula Bennett Gross Mahan
Lula Bennett Gross Mahan

STATE OF MISSISSIPPI,
COUNTY OF DESOTO,

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Joe A. Mahan and wife, Lula Bennett Gross Mahan, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

108701 under my hand and official seal, this the 19 day of March, 1974.
My Commission Expires: _____
[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
20 minutes P. M. 17 day of March 1974, and that the same has been
recorded in Book 194 Page 128 records of REAL ESTATE TRUST DEEDS

20 March
[Signature]

5.00

Lot 612
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 188 Page 463
This 21 day of July 1975
H. A. Ferguson Clerk

Lot 554
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 187 Page 517
This 9 day of July 1975
H. A. Ferguson Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

ALBERTINE - McCRORY BUILDERS, INC.,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWO HUNDRED THOUSAND AND NO/100 - - - - - DOLLARS
(\$ 200,000.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of twelve/ (12) per centum per - - - - - annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On Demand.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

PROPERTY

Lots 24, 52 and 63, Section "A", Revised, Greenbrook Subdivision in
Section 19, Township 1 South, Range 7 West, as per plat thereof in
Plat Book 8, Pages 53 and 54;

Lot 218, Section "B", Revised, Greenbrook Subdivision in Section 19,
Township 1 South, Range 7 West, as per plat thereof in Plat Book 8,
Pages 51 and 52 ;

Lots 504, 514, 518, 554, 558 and 612, Section "C", Revised, Green-
brook Subdivision in Section 19, Township 1 South, Range 7 West, as
per plat thereof in Plat Book 8, Pages 49 and 50; all recorded in
the Office of the Chancery Clerk of DeSoto County, Mississippi.

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 189 Page 527
This 19 day of Aug 1975
H. A. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 191 Page 489
This 2 day of Oct 1975
H. A. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 191 Page 495
This 7 day of Oct 1975
H. A. Ferguson Clerk

Lot 514
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 193 Page 47
This 17 day of Nov 1975
H. A. Ferguson Clerk

Lot 218
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 203 Page 28
This 10 day of August 1976
H. A. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK
999 PAGE 458
THIS 19 DAY OF May 1998
W. E. Davis
By Michael, DC

The Beneficiary has agreed, upon request by the Grantor, to release all or part of the property secured hereunder and to hold and retain the remaining property as security for the balance of the indebtedness evidenced herein; said release of property shall be in such a manner that will not jeopardize or adversely affect the security remaining.

In addition to this conveyance, further security for the prompt payment of the aforesaid indebtedness is the Personal Guaranty of Gary Albertine, Individually, and the Personal Guaranty of Charlie McCrory, Individually.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$200,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.


Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 18 day of IK March, 1975.

ATTEST:

 Charlie McCrory Secretary

ALBERTINE - McCRORY BUILDERS, INC.
 By: 
 Gary Albertine, President

STATE OF MISSISSIPPI
 COUNTY OF _____

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named _____

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19 _____

My Commission Expires: _____

 Notary Public

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
GARY ALBERTINE and CHARLIE McCRORY of ALBERTINE - McCRORY BUILDERS,
INC., the President and Secretary,
respectively of the above named Albertine - McCrory Builders, Inc.,
a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 18th day of March, 19 75.



Ruth E. Timmerman
Notary Public

My Commission Expires: Sept 13, 1977

LAND DEED OF TRUST

from _____ to _____
Trustee _____, 19 ____ M.
o'clock _____ Clerk _____
Filed for Record _____, 19 ____ M.
o'clock _____ Clerk _____

STATE OF MISSISSIPPI }
Chancery Court
County _____

I certify that this Deed of Trust was filed for record in my office at 11:45 o'clock A. M., on the 20 day of March, 19 75 and was duly recorded the _____ day of _____, 19 ____ on page _____

Book No. _____ in my office.
Witness my hand and seal of office, this _____ day of _____, 19 ____

Clerk _____, D. C.
PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI
Ch. S. D.
A. W. v. A.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the _____ instrument was filed for record at 11 o'clock 45 minutes A. M. on 20 day of March, 1975, and that the same has been recorded in Book 184 page 131 of said County.

Witness my hand and seal of office on 20 day of March, 1975.

5.00
H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 135
192 PAGE 264
THIS 23 DAY OF Oct. 1975
H. B. [Signature]

This Indenture, made by and between Wagner Builders, Inc.

party of the first part; Max B. Ostner, Jr. party of the second part, as Trustee; and
James E. McGehee and Company, Inc.

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot#69, Section B, Pleasant Hill Estates East Subdivision, as shown on a Plat appearing of record in Plat Book 12, Pages 26-31, in the office of the Chancery Court Clerk, DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said Lot being situated in Section 7, Township 2, Range 6 West.

It is expressly agreed that the laws and decisions of the State of Mississippi are expressly adapted to control this entire transaction.

This conveyance is made in trust, however, to secure the payment of \$ 30,000.00, evidenced by the following promissory notes of even date herewith:

A Deed of Trust Note of even date herewith, with interest at a per annum rate equal to Two percent (2%) over the prime rate as announced by the National Bank of Commerce in Memphis, Tenn., such rate to vary with changes of the prime rate, but never to exceed fifteen percent (15%) per annum.

A Financing Agreement entered into between the parties on March 20, 1975, the terms of which specifically anumerate the provisions of this transaction.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes shall pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said building as insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all sums due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 20th day of March, 1975.

WAGNER BUILDERS, INC.

Linda S. Wagner
Linda S. Wagner, Pres.

Lanny L. Wagner
Lanny L. Wagner, V. P.

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STATE OF Mississippi
COUNTY OF DeSoto } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named Linda S. Wagner and Lanny L. Wagner, Pres. and V.P. of Wagner Builders, Inc. who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 20th day of March 1975.

My Commission Expires:
MY COMMISSION EXPIRES OCT. 15 1977

Frieda M. ...
Notary Public
MISSISSIPPI
DE SOTO COUNTY

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

Ad. 3.00
3/27/75

STATE OF MISSISSIPPI
County of DeSoto } ss.
H. P. Ferguson Clerk
of the Chancery Court and Ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the 20
day of March A.D. 1975,
at 3:30 o'clock P. M., and has been this day
duly recorded in Trust Deed Record
Page _____

WITNESS my hand and official seal, this
day of _____ 19____

Compliments of
MID-SOUTH TITLE COMPANY, INC.
18 SO. MAIN
MEMPHIS, TENNESSEE
TRUST DEED

FROM _____
TO _____
FOR THE USE OF _____ Trustee

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
30 minutes P M. 20 day of March 1975, and that the same has been
recorded in Book 184 Page 135 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 20 day of March 1975.
Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

Form FHA-Miss. 440-1
(Rev. 10-13-61)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, as the owner and holder of a certain real estate deed of trust executed by William T. Hawks and Diane A. Hawks, his wife, of Desoto County, Mississippi, (hereinafter called the "Borrower"), dated the 19 day of January, 19 72, recorded in Book 137, Page 402, in the office of the Clerk of the Chancery Court in and for said County and State, securing a total unpaid principal indebtedness of \$ 37,800.00, as of this date, for and in consideration of loan(s) to be made to the Borrower by the United States of America, or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), to be secured by a real estate deed of trust, the same real estate described in the deed of trust of the undersigned, does by these presents agree to notify the Government by letter addressed to the State Director, Farmers Home Administration, United States Department of Agriculture, 400 Milner Building, Jackson, Mississippi, of the commencement of any proceedings to foreclose its real estate deed of trust. In the event of the assignment of its real estate deed of trust, the undersigned will notify the Government of the assignment by letter; and the undersigned further agrees that it will not assign its deed of trust except on the condition that the assignee will be required to give the Government notice, in the manner prescribed above, of the commencement of proceedings to foreclose said deed of trust.

~~*In further consideration of the making or insuring of such a loan by the Government to the Borrower, the undersigned hereby subordinates in favor of the lien of the Government's deed of trust upon said real estate any additional lien it may acquire by virtue of future advances, except for payment of taxes and property insurance, which it may make to the Borrower, under the terms of its security instrument.~~

In Witness Whereof, the undersigned has caused these presents to be signed the 20th day of March, 19 75.

J. B. Herrington
J. B. Herrington

*Strike if the deed of trust contains no future advance clause.

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, March 20, 1975,

by and between the undersigned WILLIAM T. HAWKS AND WIFE, DIANE A. HAWKS

residing in DeSoto County, Mississippi, whose post office
address is Route 3, Box 99, Coldwater Mississippi 38618

grantor(s), herein called "Borrower," and Aaron S. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 20, 1975	\$ 42,200.00	5%	Jan. 1, 1980

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949:

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of _____

FmHA 427-1 MS (Rev. 5-14-74)

FULLY PAID AND SATISFIED, DATE 7-14-2000 UNITED STATES OF AMERICA, FARM SERVICE AGENCY, (FORMERLY FARMERS HOME ADMINISTRATION), BY Robert A. Smith for William T. Hawks FUTURE CREDIT MANAGER, FIDELITY TO AUTHORITY CONTAINED IN OFFER 14109. Witnessed by: W.C. Davis, Chancery Clerk by C. L. Davis, Jr.

FULLY PAID AND SATISFIED, DATE _____ UNITED STATES OF AMERICA, FARM SERVICE AGENCY, (FORMERLY FARMERS HOME ADMINISTRATION), BY _____ for _____ FUTURE CREDIT MANAGER, FIDELITY TO AUTHORITY CONTAINED IN OFFER 14109.

The lands lying and situate in DeSoto County, Mississippi, described as follows, to wit:

The Southwest Quarter of Section 31, Township 2 South, Range 5 West, containing 160 acres, more or less, and all improvements thereon.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment, of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

William T. Hawks
Diane A. Hawks

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said

County and State, the within-named William T. Hawks and wife, DIANE A. HAWKS

and _____, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 20th day of March, 1975.



Sarah Bethune
(Signature)

Notary Public (Title)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P.M. day of March 1975, and that the same has been recorded in Book 184 Page 139 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of March 1975.

Fees \$ 4.00 pd.

SEAL *H. P. Ferguson* CLERK

THE HERNANDO BANK, GRANTOR
TO
FARMERS HOME ADMINISTRATION,
GRANTEE

SUBORDINATION AGREEMENT

WHEREAS the Hernando Bank is the holder of indebtednesses described and secured by certain deeds of trust executed by William T. Hawks and wife, Diane A. Hawks, to Joel P. Walker, Trustee, for the Hernando Bank, Beneficiary, said deeds of trust being dated December 20, 1972, and May 14, 1974, respectively, and recorded in Land Trust Deed Books 152 at Page 44 and Book 175 at Page 209, respectively, of the Real Estate Trust Deed Records of DeSoto County, Mississippi, and

WHEREAS the Farmers Home Administration has agreed to and made a loan to William T. Hawks in the principal sum of Forty-two Thousand, Two Hundred Dollars, (\$42,200.00),

NOW, THEREFORE, in order to induce the Farmers Home Administration to make and consumate said loan and for the consideration of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, The Hernando Bank, by its duly authorized officer, does hereby waive the priority of and subordinate the liens that it now holds of record in Land Trust Deed Book 152, Page 44, and Land Trust Deed Book 175, Page 209, of the Land Trust Deed Records of DeSoto County, Mississippi, executed by the said William T. Hawks and wife, Diane A. Hawks, as aforesaid, to that certain deed of trust executed by William T. Hawks to Farmers Home Administration dated March 20, 1975, in the aforesaid sum, and agrees that said trust deed from William T. Hawks to the Farmers Home Administration dated March 20, 1975, shall be a prior lien on said lands described as follows, to wit:

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The Southwest Quarter of Section 31, Township 2 South,
Range 5 West, containing 160 acres, more or less, and
all improvements thereon,

but that all other lands described in the aforesaid deeds of trust
in favor of The Hernando Bank shall remain in full force and effect,
according to the tenor of the respective instruments.

The Clerk of the Chancery Court of DeSoto County, Mississippi,
is hereby authorized and directed to note the execution and recorda-
tion of this Waiver of Priority and Subordination Agreement on the
margin of the deeds of trust recorded in Trust Deed Book 152, Page 44,
and in Trust Deed Book 175, Page 209, as the same appear of record in
his office.

WITNESS the signature of the Grantor this the 20 day of
March, 1975.



THE HERNANDO BANK

By [Signature]
Its Duly Authorized Officer

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority
in and for said County and State, A. S. Ballard, Jr., President of
The Hernando Bank, who acknowledged that he signed and delivered the
above and foregoing instrument for and on behalf of The Hernando Bank,
and affixed thereto the seal of said corporation on the day and year
therein mentioned and for the purposes therein expressed.

Given under my hand and official seal of office this the 20 day
of March, 1975.

My Commission Expires July 7, 1978

My Commission Expires:

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
30 minutes P. M. 20 day of March 1975, and that the same has been
recorded in Book 187 Page 143 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 21 day of March 1975.

Fees \$ 3.00 pd.

SEAL [Signature] CLERK

INDEXED PRIORITY, RECORDED IN BOOK
514 AGE 187
THIS 18 DAY OF July 19 90
W. E. Davis
Chancery Clerk by C. Powell D.C.

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T R U S T D E E D

THIS INDENTURE, made this the 17th day of March, 1975, between EDWARD J. POWERS and wife, CATHRYN S. POWERS, Party of the First Part, and ROBERT E. CUNNINGHAM and wife, MARTHA V. CUNNINGHAM, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00), with no interest, due and payable on or before February 1, 1976, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 1237, Greenbrook Subdivision, Section F, located in DeSoto County, Mississippi, Section 19, Township 1 South, Range 7 West, as recorded on Pages 46, 47 and 48, of Plat Book 9, in the Chancery Clerk's Office of DeSoto County Court Building, Hernando, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 182, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein onfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 17th day of March, 1975.

Edward J. Powers
Edward J. Powers
Cathryn S. Powers
Cathryn S. Powers

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Edward J. Powers and Cathryn S. Powers, who did personally appear and acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 17th day of March, 1975.

My Commission expires:

Bobbie M. Sewell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 20 day of March 1975, and that the same has been recorded in Book 184 Page 145 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of March 1975.

Fees \$ 2.50

H. P. Ferguson CLERK

H. B. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 13th day of March, 1975, between Robert F. Bondurant and Margaret E. Liles, Party of the First Part, and FIRST NATIONAL BANK, Southaven, Mississippi, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of NINE THOUSAND ONE HUNDRED NINETY-TWO and 96/100 DOLLARS (\$9,192.96), which includes principal and interest, repayable in 72 equal monthly installments of \$127.68 each, beginning April 18, 1975, and due on the 18th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 2648, Section M, Southaven West Subdivision in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 52 and 53, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 106, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein onfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 13th day of March, 1975:

Robert F. Bondurant
Robert F. Bondurant

Margaret E. Liles
Margaret E. Liles

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert F. Bondurant and Margaret E. Liles, did personally appear and acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 13th day of March, 1975.

My Commission expires:

Bessie M. Buswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 20 day of March 1975, and that the same has been recorded in Book 184 Page 146 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of March 1975.

Fees 2.50

H. B. Ferguson

Book No. 280 Page 646

This 9 day of Feb. 1982

H. D. Ferguson Clerk

MARtha BABER, DR. T. KYLE CRESon, JR., JAMES A. CURLIN,
N. L. OR VIVIAN FAULKNER, W. E. FISHER, EDGAR R. FRANKLIN,
M.D., HUBERT GARRECHT, DON HUGHES, THOMAS D. IRVIN, MRS. C. C.
This Indenture, made by and between KENNON, WILLIAM P. MILLER, CHARLES SANDIFER, CLYDE H. SPRINGER,
W. A. WOODMANSEE, LEONARD D. WRIGHT, JR., M.D., and ALMACAR COMPANY

party of the first part: H. LEE SHAW party of the second part, as Trustee; and
ALMACAR COMPANY, a Partnership,

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto, and State of Mississippi, to-wit:

Property lying north of New Highway No. 78 in the Northwest Quarter of Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at an iron pin at the point of intersection of the west line of Section 33 with the south line of Goodman Road (60 feet wide), said point being a distance of 30.00 feet southwardly, as measured along said section line, from the common corner of Sections 33, 32, 29 and 28, lying in the center line of Goodman Road; thence north 89 degrees 39 minutes 32 seconds east along the south line of Goodman Road a distance of 1001.40 feet to an iron pin corner; thence due south along a line parallel with the west line of Section 33 a distance of 2533.52 feet to an iron pin corner in the northeasterly right-of-way line of New Highway No. 78 (370 feet wide); thence north 53 degrees 24 minutes 28 seconds west along the northeasterly right-of-way line of New Highway No. 78 a distance of 51.37 feet to a right-of-way monument at the point of curvature therein; thence northwestwardly and continuing along the northeasterly right-of-way line of New Highway No. 78, same being along a curve to the right having a radius of 5529.52 feet a distance of 939.71 feet to a right-of-way monument therein; thence north 38 degrees 27 minutes 37 seconds west continuing along the northeasterly right-of-way line of New Highway No. 78 a distance of 412.81 feet to an iron pin corner in the west line of Section 33; thence due north along the west line of Section 33 a distance of 1552.25 feet to the point of beginning, containing 48.238 acres.

This conveyance is made in trust, however, to secure the payment of \$ 11,811.77 evidenced by the following promissory notes of even date herewith: One promissory note of even date herewith, executed by parties of the first part, bearing interest from date at the rate of seven per cent (7%) per annum and payable as follows: Interest only shall be paid annually commencing November 12, 1975 and on the twelfth day of each succeeding November, to and including November 12, 1983, and on November 12, 1984 the balance of said principal shall be paid, together with interest thereon. The additional terms and conditions of repayment are set forth in said note.

This trust deed is junior and subordinate to a first mortgage deed of trust to Joel F. Walker, Trustee, dated the 12th day of November, 1974, and recorded in Trust Deed Book 181, Page 351, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi. In the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder, or if he chooses, he may pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, which sum or sums when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment or payments at the rate of ten per cent per annum.

This conveyance is also made in trust, however, to secure the payment of any further sums which the party of the third part, or any holder or holders of the note hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

IN WITNESS WHEREOF this instrument has been duly executed this the 7th day of January, 1975.

MARTEA BABER

By Charlie McBrory
Attorney-in-Fact

DR. T. KYLE CRESON, JR.

By Charlie McBrory
Attorney-in-Fact

JAMES A. CURLIN

By Charlie McBrory
Attorney-in-Fact

W. E. FISHER

By Charlie McBrory
Attorney-in-Fact

N. L. FAULKNER

By Charlie McBrory
Attorney-in-Fact

VIVIAN FAULKNER

By Charlie McBrory
Attorney-in-Fact

EDGAR R. FRANKLIN, M. D.

By Charlie McBrory
Attorney-in-Fact

HUBERT GARRECHT

By Charlie McBrory
Attorney-in-Fact

DON HUGHES

By Charlie McBrory
Attorney-in-Fact

THOMAS D. IRVIN

By Charlie McBrory
Attorney-in-Fact

MRS. C. C. KENNON

By Charlie McBrory
Attorney-in-Fact

WILLIAM P. MILLER

By Charlie McBrory
Attorney-in-Fact

CHARLES SANDIFER

By Charlie McBrory
Attorney-in-Fact

CLYDE H. SPRINGER

By Charlie McBrory
Attorney-in-Fact

W. A. WOODMANSEE

By Charlie McBrory
Attorney-in-Fact

LEONARD D. WRIGHT, JR., M. D.

By Charlie McBrory
Attorney-in-Fact

ALMACAR COMPANY, a Partnership

By Gary Albertine
Gary Albertine, General Partner

By Charlie McCrory
Charlie McCrory, General Partner

By Arnold T. Prather
Arnold T. Prather, General Partner

STATE OF TENNESSEE, COUNTY OF SHELBY:

This day personally appeared before me, the undersigned authority in and for said State and County, the within named Charlie McCrory who acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as the free act and deed of the said MARTHA BABER, DR. T. KYLE CRESON, JR., JAMES A. CURLIN, W. E. FISHER, N. L. FAULKNER, VIVIAN FAULKNER, EDGAR R. FRANKLIN, M.D., HUBERT GARRECHT, DON HUGHES, THOMAS D. IRVIN, MRS. C. C. KENNON, WILLIAM P. MILLER, CHARLES SANDIFER, CLYDE H. SPRINGER, W. A. WOODMANSEK AND LEONARD D. WRIGHT, JR., M.D.

Given under my hand and Official Seal this the 13th day of March 1975.

My Commission Expires:
Sept. 13, 1977

Paul E. Linneman
Notary Public

STATE OF TENNESSEE, COUNTY OF SHELBY:

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named GARY ALBERTINE, CHARLIE MCCRORY and ARNOLD T. PRATHER, with whom I am personally acquainted and who, upon their several oaths, acknowledged themselves to be partners, and to be all the partners, doing business as and in the name of ALMACAR COMPANY, a partnership, the within named bargainer; and they, as such partners, being duly authorized so to do, acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free act and deed and as the free act and deed of said partnership.

Given under my hand and Official Seal, this the 13th day of March 1975.

My Commission Expires:
Sept 13, 1977

Paul E. Linneman
Notary Public

PREPARED BY AND RETURN TO:
Jerrold Blanchard, Atty
3500 190 N. Main Bldg.
Memphis, Tennessee 38103

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 20 day of March 1975, and that the same has been recorded in Book 184 Page 147 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, ss.

KNOW ALL MEN BY THESE PRESENTS: That Gilbert W. Dodson
of DeSoto County, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of September 19 74, made and executed by Odell Marion Caldwell
and Melvin Louise Caldwell of DeSoto County, Mississippi, Gilbert W. Dodson
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 179 on page 438
of the Record of Trust Deeds, on the 13~~th~~ day of September, A. D. 19 74, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Gilbert W. Dodson
Gilbert W. Dodson

STATE OF MISSISSIPPI, }
DeSoto County, ss.

Personally came and appeared before me, the undersigned authority Notary
in and for County and State aforesaid, Gilbert W. Dodson who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 19th day of March A. D. 19 75



Rose B. Loftis

Notary Public

My Commission Expires April 28, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
40 minutes A. M. 21 day of March 1975, and that the same has been
recorded in Book 184 Page 150 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOKS

195 PAGE 429

THIS 27 DAY OF Jan. 1976

H. B. Ferguson
CHANCERY CLERK

VA Form 28-6322 (Home Loan)
Revised December 1963. Use Op-
tional, Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20th day of March, 1975,
by and between Johnny M. Bumpous and wife, Gail D. Bumpous

, hereinafter called the Grantor;
C. B. Henley, hereinafter called the Trustee, and
Bailey Mortgage Company

, a corporation organized
and existing under the laws of State of Mississippi, having its principal office and
post-office address at P. O. Box 1389, Jackson, Mississippi, 39205, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 17, Section B, Droke Subdivision as shown on plat appearing of record in Plat
Book 1, Page 32 in the office of the Chancery Clerk of DeSoto County, Mississippi,
to which recorded plat reference is made for a more particular description. Said
lot being situated in Section 2, Township 2, Range 8.

The funds derived from the indebtedness secured by this deed of trust have been entirely
used to pay the seller all or a part of the purchase price of the property described
above.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Seventeen Thousand Five Hundred Dollars -----Dollars (\$17,500.00), with interest from date at the rate of eight & one-half per centum (8-1/2 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Thirty-Four 658/100 Dollars (\$ 134.58), commencing on the first day of May, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), which ever is less in accordance with amortization schedule. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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DESOTO TITLE CO., INC.
P. O. Box 467
Harrison, Miss. 38632

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

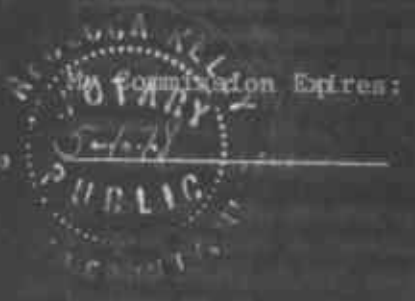
Johnny M. Bumpous
Johnny M. Bumpous
Gail D. Bumpous
Gail D. Bumpous

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me, the undersigned notary public in and for said County, the within named Johnny M. Bumpous and Gail D. Bumpous, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of March, 1975.

Liliana Kelly
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 24 day of March 1975, and that the same has been recorded in Book 184 Page 151 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 4.00 pd.
SEAL *H. P. Ferguson* CLERK

Sta Con I Cle do was 19 Rec on

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 697
THIS 23 DAY OF July 1927

Form No. F-811

Deed of Trust

This Indenture Made this the 17th day of January 1927, by and
between William Murray Russell and wife, Carolyn D. Russell
of the first part J. R. Wilson and J. N. Muir of the second part,
as Trustee, and Union Planters National Bank
of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Lot 694, Section P, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 2 and 4, in the office of the Chancery Clerk of Desoto County, Mississippi.

Being the same property known as 1750 Rasco Road. Mail all tax notices to William Murray Russell, 1750 Rasco Rd., Southaven, MS.

TO HAVE AND TO HOLD the same together with all the rights, privileges and appurtenances thereto belonging, including all rights of homestead, unto the party of the second part, and unto their successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Four Thousand Twelve and 56/100 dollars
One promissory instalment note of even date herewith executed by William Murray Russell and wife, Carolyn D. Russell, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$4,012.56 in twenty-four monthly instalments being in the sum of \$167.19 each on the 20th day of each month, beginning February 20, 1927, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ with annual interest thereon at the rate of per cent and all bearing per cent per annum after date, payable annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to be read as if written "parties of the first part."

All erasures and interlineations were made before signing.

IN WITNESS WHEREOF, the said party of the first part, has herunto set his hand and seal the day and year herein first written above.

William Murray Russell - (SEAL)
William Murray Russell (SEAL)
Carolyn D. Russell (SEAL)
Carolyn D. Russell (SEAL)

STATE OF Tennessee } as Acknowledgment
COUNTY OF Shelby

Personally appeared before me, the undersigned

In and for the State and County aforesaid, the within-named

who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 17th day of January, 19 75

Janette Jones
Notary Public.

MY COMMISSION EXPIRES OCT. 19, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 21 day of March 1975, and that the same has been
recorded in Book 184 Page 156 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of March 1975.
Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
Odell Marion Caldwell and wife, Melvin Louise Caldwell

of the first part, hereinafter designated as the Grantor,

Melvin McClure, Jr. Trustee, of the second part, hereinafter designated as Trustee, and
Samuel Williams

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Four Hundred six and 25/100----- DOLLARS
(\$ 406.25) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of eight (8) per centum per annum after
Maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

This note is due and payable in full on or before March 1, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
DeSoto County,

State of Mississippi, and more particularly described as follows, to-wit:

A tract or parcel of land lying and being situated in the Northeast Quarter of
Section 8, Township 2, Range 7 in DeSoto County, Mississippi, being more parti-
cularly described as beginning at the Southwest corner of the forty acre tract
conveyed to Lelia Bridgforth by deed of date September 20, 1960, and of record
in Book 48, Page 403 of the Warranty Deed Records of DeSoto County, Mississippi;
thence East on the Grantor's South line 208.75 feet more or less to a point;
thence North 208.75 feet to a point; thence West 208.75 feet to a point in the
Grantor's West Line; thence South 208.75 feet to the point of beginning and
containing one acre, more or less.

Together with all the hereditaments and appurtenances therunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes and assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 28th day of Feb. 1975

Odell M. Caldwell
ODELL MARION CALDWELL

Melvin L. Caldwell
MELVIN LOUISE CALDWELL

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Odell Marion Caldwell and wife, Melvin Louise Caldwell who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of February 1975.

My Commission Expires April 28, 1978

Rose B. Loftis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 21 day of March 1975, and that the same has been recorded in Book 184 Page 157 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

160

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. **

KNOW ALL MEN BY THESE PRESENTS: That William W. Kerr, President
of Peoples Bank and Trust the beneficiary, does hereby certify that a certain trust deed
bearing date the 23rd day of October 19 73, made and executed by Andrew Ray Munns and wife,
Norma C. Munns of _____ to Peoples Bank and Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 167 on page 447
~~557~~ ~~167~~
of the Record of Trust Deeds, on the 25th day of October, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank and Trust
By: William W. Kerr President

STATE OF MISSISSIPPI, }
DeSoto County. **

Personally came and appeared before me, the undersigned authority, Aurelia B. Jones, a Notary Public
in and for County and State aforesaid, William W. Kerr, President who acknowledged that he signed and
Peoples Bank and Trust
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 12th day of March A. D. 19 75



MY COMMISSION EXPIRES MAY 18, 1976

Aurelia B. Jones
Notary Public

LAWRENCE-GRESHWOOD 47844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 21 day of March 1975, and that the same has been
recorded in Book 184 Page 160 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven
of Southaven, Ms. 38671 the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th. day of November 1974, made and executed by McVay T. Williams, Jr.
& wife, Theresa M. Williams of 5234 Johns River Rd. to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 181 on page 328
of the Record of Trust Deeds, on the 12th. day of November A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

First National Bank of Southaven
BY: Gerald R. Taylor, Asst. Vice President

Gerald R. Taylor

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority
in and for County and State aforesaid, Gerald R. Taylor, Asst. Vice President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 19th. day of March A. D. 1975

Donald J. Jones

My Commission Expires Mar 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
50 minutes A.M. 21 day of March 1975, and that the same has been
recorded in Book 184 Page 161 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

H. P. Ferguson

162

JAMES E. MCGEHEE & COMPANY, INC., GRANTOR

TO

PARTIAL RELEASE

T & S HOMES, INC.

Know all men by these presents that for and in consideration of the part payment of the indebtedness, James E. McGehee & Company, Inc. does hereby release from the lien of that certain Deed of Trust given by T & S Homes, Inc. to James E. McGehee & Company, Inc. being recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Trust Deed Book 174, page 575, the hereinafter described land in DeSoto County, Mississippi, as follows, to-wit:

Lot 7, Mount Pleasant Heights, Hernando, Mississippi.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi, is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 17th day of March, 1975.

JAMES E. MCGEHEE & COMPANY, INC.

By Harold V. Crase
Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Harold V. Crase, Vice President of James E. McGehee & Company, Inc. who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 17th day of March, 1975.



My Commission Expires:
June 5, 1978

Jean Young
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A-M, 21 day of March 1975, and that the same has been recorded in Book 184 Page 162 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 1.00 pd.

SEAL H. P. Ferguson, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JOHN L. SMITH AND WIFE LOUISE BAGWELL SMITH

of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK & TRUST of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWO THOUSAND FOUR HUNDRED TWENTY SEVEN AND NO/100----- DOLLARS (\$ 2427.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of SIX per centum per annum after MATURITY, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

DUE AND REPAYABLE IN THIRTY (30) MONTHLY INSTALLMENTS OF \$80.90 EACH, WITH THE FIRST BEING DUE ON THE 25TH OF APRIL, 1975 AND DUE ON OR BEFORE THE 25TH DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DESOTO COUNTY State of Mississippi, and more particularly described as follows, to-wit:

LOT 24, SECTION 8, PLEASANT GROVE SUBDIVISION, SECTION 30, TOWNSHIP 1, RANGE 5, IN DESOTO COUNTY, MISSISSIPPI AS SHOWN BY PLAT RECORDED IN PLAT BOOK 4, PAGE 16, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance heretofore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof, and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original, or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20th day of MARCH 19 75

John L. Smith
JOHN L. SMITH
Louise Bagwell Smith
LOUISE BAGWELL SMITH

STATE OF MISSISSIPPI,
COUNTY OF DESOTO
This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named JOHN L. SMITH AND WIFE LOUISE BAGWELL SMITH who severally acknowledged that THEY signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20th day of MARCH 19 75
My Commission Expires: _____
Notary Public
My Commission Expires June 25, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 21 day of March 1975, and that the same has been recorded in Book 184 Page 163 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of March 1975.
Fees 4.00 pd.
SEAL H. P. Teranion CLERK

Charlie Gregory Rt. 1 Box D54 REAL PROPERTY AGREEMENT RELEASE
Artie Gregory Horn Lake, MS 38637

WHEREAS, By the hereinafter described real property agreement, heretofore recorded in the Reglster's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantors, to National Bank of Commerce, Memphis, Tennessee as Trustee, for the propose of securing the payment and indebtedness evidenced by notes fully described in such real property agreement, and

WHEREAS, All of the notes described in and secured by said real property agreement have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said real property agreement and

WHEREAS, Said real property agreement are briefly described as follows, to-wit:
GRANTOR DATE OF INSTRUMENT RECORDED DESCRIPTION OF PROPERTY
Charlie Gregory 6-10-74 BOOK 176 Lot 146, Section B.
Artie Gregory DeSoto Woods Subd. as appears on the plat recorded in the Chancery Court Clerk's Office in plat book 6, pg. 8, Section 2, Township 2, Range 8. PAGE 293

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce., Memphis, Tennessee as legal owner and holder of the notes secured by said real property agreement acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said real property agreement, and to this end quit claim, and convey to said grantor, it's heirs and assigns all it's right, title, and interest in and to the real estate described in said real property agreement, to which reference is made for a more particular description of said property.

The undersigned, National Bank of Commerce, Memphis, Tennessee covenants with the said grantor, that the ythe legal owners and holders of the notes described in and secured by said real property agreement and that the y ha ve the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Commerce, Memphis, Tennessee ha s hereunto set my hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 20th day of March 19 75.

National Bank of Commerce, Memphis, Tennessee
[Signature]
By: Fred H. Omer, Installment Loan Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires _____ day of _____, 19____. Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Fred H. Omer, Installment Loan Office with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Installment Loan Officer of the National Bank of Commerce, Memphis, the within named bargainer, a corporation, and that he as such Inst. Loan Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Installment Loan Officer.

WITNESS my hand and seal at office in Memphis, Tennessee this 20th day of March, 19 75.

[Signature]
Notary Public

My commission expires 22nd day of November 19 76.

Form No. 1066-840

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 21 day of March 1975, and that the same has been recorded in Book 184 Page 166 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of March 1975.

Fees \$ 2.50

[Signature]
CLERK

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

Sam Scales and Mabel Scales TO The Peoples Bank, Collierville, Tn

In consideration of \$10.00 in hand paid we convey and warrant to Joel P. Walker, Jr. trustee, the following described property in DeSoto County, State of Mississippi, to-wit:

The northeast quarter of the southwest quarter in Section 19, Township 1, Range 5 containing 40 acres, more or less, being the same land conveyed to the first parties by Shuler Crutcher by deed in Book 49, Page 425 in records of Chancery Clerk's Office DeSoto County, Tennessee.

Also 13.33 acres situated in the west half of the southwest quarter of Section 19, Township 1, Range 6 described as: Beginning at the southwest corner of said Section 19; thence north 13.33 chains to a point; thence east 10 chains to a point; thence south 13.33 chains to the south line of said Section; thence west on the Section line 10 chains to the point of beginning, and being the same land conveyed to Sam Scales by Adelaide Watkins Brown et al by deed in Book 39, page 27.

One Hundred Twenty-five head of dairy cows, Holstein, averaging 4 to 6 years old
Twenty-five head of Holstein calves

In trust for the following purposes:

I. (A) To secure the payment of the following note or notes in favor

THE PEOPLES BANK of Collierville, Tennessee

dated even herewith and due as follows:

\$ 37,000.00 THIRTY-SEVEN THOUSAND and NO/100 - - - Dollars due in sixty consecutive monthly installments of \$786.15 each, first payment due April 17, 1975. Each of said installments shall be applied first to the payment of interest accrued to due date of (payment and) next to unpaid principal thereof. Dollars due 19

Bearing interest at the rate of ten per cent. per annum from date together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either the said bank or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor.

(C) Also any amount paid out or contracted to be paid by the said bank or holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear eight per cent. interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements, and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by said bank (or the holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein, or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in Trustee's possession; or if the grantors, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry, for cash to the highest bidder, such sale to be advertised and made in the manner of like property are required by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either other than day fixed by law for execution sales; and shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated, at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner or owners of said indebtedness, whether they be the original owner or owners by assignment, may, whenever they deem fit, appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. This deed of trust is given and taken in renewal and extension of a deed of trust dated the 10th day of August 1973 and recorded in Book 164 page 738 deed records DeSoto County, County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

Witness our signature this the 19th day of March, 1975

Sam Scales
Mabel Scales

STATE OF MISSISSIPPI, Tennessee }
County of Shelby } ss.

Personally appeared before me Fred H. Medling, a Notary Public in and for said County and State, the above named Sam Scales and his wife, Mabel Scales who acknowledged that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 19th day of March, 1975

Fred H. Medling Notary Public

My commission expires January 5, 1976

Filed for record at M. on the day of 19, and duly recorded.
Chancery Clerk

(SEAL) By D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

no. 184 A. 24 March 1975 and that the same has been
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25 March 1975

2.50

H. D. Ferguson

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 7th day of November 19 74, made and executed by Robert W. Cox and wife,
Betty H. Cox of Olive Branch, Miss. to Bank of Mississippi

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 181 on page 490
of the Record of Trust Deeds, on the 25th day of Nov, A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Henry Bellie
in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 19th day of March A. D. 19 75

A. Henry Bellie
My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 24 day of March 1975, and that the same has been
recorded in Book 184 Page 168 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 25 day of March 1975.

Fees \$ 2.50

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
213 PAGE 661
THIS 20 DAY OF July 1977
J. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
John B. McCauley and wife, Joy P. McCauley

of the first part, hereinafter designated as the Grantor,

James E. Woods, Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Nine Thousand Eight Hundred and 00/100----- DOLLARS
(\$ 9,800.00) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10%) per centum per annum ~~ad~~ ^{from}
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and repayable on or before the 17th day of September, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

12.52 acres situated in Section 16 and 17, Township 2 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as BEGINNING at the Northwest Corner of Section 16, Township 2, Range 6 West, said point being located 24.63 feet South of the centerline of College Road; thence along the North line of Section 16, Township 2, Range 6 West North 90° East a called and measured distance of 41.0 feet to a point; thence parallel to the West line of Section 16 South 0° East a called and measured distance of 370.0 feet to a point; thence parallel to the North line of Section 16 North 90° East a called and measured distance of 393.8 feet to a point; thence South 0° 05' 15" East a called and measured distance of 950.0 feet to a point in the South line of the Northwest Quarter of the Northwest Quarter of Section 16, said point being a called and measured distance of 885.2 feet West of an iron pin found at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 16, Township 2, Range 6 West; thence along the South line of said Northwest Quarter of Northwest

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Quarter of Section 16, Township 2, Range 6 West South 90° West a called and measured distance of 434.8 feet to a point in the West line of Section 16; thence continuing South 90° West into Section 17, Township 2, Range 6 West a called and measured distance of 60.0 feet to a point; thence North 1° 44' 59" West 1069.72 feet to an iron pin found; thence North 54° 04' 59" West a called and measured distance of 75.0 feet to a point; thence North 0° 32' 28" East a measured distance of 206.79 feet (called 228.5 feet) to a point in the North line of Section 17, Township 2, Range 6 West, said point being 13.7 feet South of the centerline of College Road; thence along said North line of Section 17 North 90° East a called and measured distance of 150.0 feet to the point of beginning.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 358 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of March, 1975.

John B. McCauley
John B. McCauley
Joy P. McCauley
Joy P. McCauley

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named John B. McCauley and wife, Joy P. McCauley who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 21st day of March, 1975.
My Commission Expires: *Nov. 24, 1975* *Linda C. Perry*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I hereby certify that the within instrument was filed for record at 11 o'clock
on the 24th day of March, 1975, and that the same has been
recorded in Book 184 Page 169 of REAL ESTATE TRUST DEEDS

5-00 *25* *March* 1975
WPA

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ASSIGNMENT OF DEED OF TRUST

5307

FOR VALUE RECEIVED, RICHARD L. ROUDEBUSH, as Administrator of Veterans Affairs, being the present holder, does hereby, by his authorized Attorney-in-Fact, sell, assign, transfer, and deliver unto THE LOMAS & NETTLETON COMPANY, 2001 Bryan Tower Building, Dallas, Texas 75201, that(those) certain purchase-money deed(s) of trust herein listed securing indebtedness(es) in favor of the Administrator of Veterans Affairs, his successors in office and assigns, Beneficiary, together with the Deed of Trust Note(s) secured by said Deed(s) of Trust and all escrows, hazard insurance and deposits held in connection therewith, which said Deed(s) of Trust is(are) recorded in the office of the Chancery Clerk of DESOTO County, Mississippi, and is(are) more specifically identified below:

PAYMENT GUARANTEED UNDER VETERANS ADMINISTRATION REGULATION 4600.

VA LOAN NO.	DATE OF LOAN	BORROWER'S NAME	ORIGINAL PRINCIPAL	VOL.	PAGE
SH-3362	7-6-74	CUNNINGHAM, George A. & Gloria D. 77-23-26136	\$18,200.00	177	295

IN WITNESS WHEREOF, the said RICHARD L. ROUDEBUSH, as Administrator of Veterans Affairs, has caused this instrument to be executed in his name and on his behalf by the undersigned Loan Guaranty Officer of the Veterans Administration, being thereunto duly appointed, qualified, and acting pursuant to Sections 212 and 1820, Title 38, U.S. Code, and Section 36:4342 and 36:4600 of the Regulations pursuant thereto, as amended, and who is authorized to execute this instrument.

THIS the 21st day of January 1975.

RICHARD L. ROUDEBUSH
ADMINISTRATOR OF VETERANS AFFAIRS

BY Ralph H. Martin
RALPH H. MARTIN
A LOAN GUARANTY OFFICER OF THE
VETERANS ADMINISTRATION.
HIS ATTORNEY-IN-FACT.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Before me, the undersigned authority in and for the State and County aforesaid, personally appeared RALPH H. MARTIN, a Loan Guaranty Officer of the Veterans Administration, an Agency of the United States Government, who acknowledged that he signed and delivered the foregoing instrument on the date, in the capacity, and for the purpose therein mentioned, being duly authorized so to do.

Given under my hand and official seal at Jackson, Hinds County, Mississippi, this the 21st day of January 1975.

Shirley J. Wright
NOTARY PUBLIC
My Commission Expires March 2, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 24 day of March 1975 and that the same has been
recorded in Book 184 Page 172

2.50

25 March
H. P. Ferguson

186 AUTHORITY RECORDED IN BOOK
186 PAGE 333
THIS 6 DAY OF June 1975
H. D. Langston
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in DeSoto
DeSoto County, Mississippi, to-wit:

Lot 806, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension of that certain deed of trust dated May 28, 1974 of record in book 176, page 67, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:
(\$ 22,400.00) Twenty Two Thousand, Four Hundred and no/100 Dollars due August 28, 1975

bearing interest at the rate of 13 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 28th day of February, 19 75

First Realty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named

Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 28th day of February, 19 75

Joyce B. [Signature] Notary Public
My Commission Expires 1-16-77



RETURN TO:
W. F. R. & B. LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DE SOTO COUNTY
COUNTY OF
I, the undersigned, Notary Public for said County, hereby certify that the within instrument was filed for record at 11 o'clock no minutes A. on the 24 day of March, 1975, and that the same has been recorded in Book 184 Page 173 of said County.

DEED
I certify that the within instrument was filed for record at 11 o'clock no minutes A. on the 24 day of March, 1975, and that the same has been recorded in Book 184 Page 173 of said County.

3.50
25 March 1975
H. P. Ferguson CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 771, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per platt hereof recorded in plat book 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension of that certain deed of trust dated May 22, 1974 of record in book 175, page 441, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

\$ 21,500.00, Twenty One Thousand, Five Hundred and no/100 Dollars due on or before August²¹, 1975.

bearing interest at the rate of 13 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee or of any owner of the indebtedness secured hereby, at the request of the Beneficiary acting by and through any officer; to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 21st day of February, 1975
First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 21st day of February, 1975
Joseph B. [Signature] Notary Public
 My Commission Expires 11-11-77

RETURN TO:
 W., F., R., & B., LTD.
 P. O. BOX 241
 LUTHAVEN, MISSISSIPPI 39671

STATE OF MISSISSIPPI, DE SOTO COUNTY DE
 I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. day of March 1975, and that the same has been
 recorded in book 184 page 24 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this 25 day of March, 1975.
3.50
H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
194 PAGE 597
THIS 31 DAY OF Dec. 19 25
D. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 772, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension of that certain deed of trust dated May 22, 1974 of record in book 175, page 439, in the office of the Chancery Clerk of DeSoto County, Mississippi

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 21,000.00) Twenty One Thousand, and no/100----- Dollars due on or before

August 21, 1975

bearing interest at the rate of 13 percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 21st day of February 1975.

First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 21st day of February 1975
Joseph B. Williams Notary Public
 My Commission Expires 1-16-77

RETURN TO:
 W. F. R. & B., LTD.
 P. O. BOX 291
 SOUTHAVEN, MISSISSIPPI 38571

By	of	Page	and the same	on the	was filed for	County, here	I, the und	COUNTY OF	STATE OF	DE
				<u>21</u>						

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
no minutes A. 24 day of March 1975, and that the same has been
 recorded in Book 184 Page 177 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal on the 25 day of March 1975.

3.50
H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

186 PAGE 332

THIS 6 DAY OF June 19 75

H. P. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 774, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension of that certain deed of trust dated May 22, 1974 of record in book 175, page 437, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 21,600.00) Twenty One Thousand, Six Hundred Dollars due 8-21-75

bearing interest at the rate of thirteen percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 21st day of February, 1975

First Realty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 21st day of February, 1975

My Commission Expires 1-18-77

Notary Public

RETURN TO
W. F. R. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38571

By	of	Page	and the same	on the	was filed for	County, here	I, the und	STATE OF	DEED
				<u>21</u>				MISSISSIPPI, DESOTO COUNTY	

I certify that the within instrument was filed for record at 11 o'clock no minutes A. day of March 1975, and that the same has been recorded in Book 184 Page 24 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 25 day of March, 1975.

Fee 3.50

H. P. Ferguson CLERK

L-0519
 Partial Release of this Instrument Recorded in
 Book Deed Estate 71D
 No. 194 Page 429
 This 22 day of Dec 19 75
H. D. Ferguson Clerk

Sub 6
 Partial Release of this Instrument Recorded in
 Book Deed Estate 71D
 No. 189 Page 227
 This 14 day of Aug 19 75
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
195 no. 62
 THIS 7 DAY OF Jan 19 76
H. D. Ferguson Clerk

Deed of Trust

To

UNION PLANTERS NATIONAL BANK
MEMPHIS, TENNESSEE

THIS DEED OF TRUST, Made and entered into this the 5th day of December, 1974
 by and between E. L. McKenzie and William W. Long

of the first part, hereinafter designated as the GRANTORS; Dudley B. Bridgforth, Jr.
 Trustee of the second part, hereinafter designated as TRUSTEE; and
 of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Ninety Five Thousand Two Hundred Dollars and no/100----- DOLLARS
 (\$ 95,200.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
 to-wit:

On demand, or if demand is not sooner made, then on or before December 5,
 1975.

said note bearing interest from 12-5-74 at the rate of 11 1/4 per centum per annum, and providing
 for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically
 described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors
 this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey
 and warrant unto the said Trustee, the following described land and property, together with all the hereditaments
 and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used
 in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating
 apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, there-
 upon situated and thereunto belonging, lying and being situated in the City or Town of _____
 District of _____ County, State of Mississippi, and more particularly described
 as follows, to-wit:

Lots 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 18 and 19, Hickory Hollow
 Subdivision, Section 16, Township 2, Range 8 West, DeSoto County, Miss-
 issippi as shown by plat appearing of record in Plat Book 13, Pages 6-8, in the
 office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the first part reserve the right to pre-pay all or any part of said in-
 debtedness on or before the due date without kpenalty.

RELEASE CLAUSE
 This Deed of Trust is given on condition that parties of the first part may obtain
 releases of lots from the lien of this instrument upon payment of the sum of
 \$8,700.00 principal for each lot to be released.

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It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

E. L. McKenzie
E. L. McKenzie

William W. Long

William W. Long

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
E. L. McKenzie and William W. Long

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14th day of March, 1975

Joyce B. Ferguson
Notary Public
My Commission expires 12-27



STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ and _____

who severally acknowledged that they are _____ and _____ respectively of _____

_____ a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the _____ day of _____, 19____

Notary Public
My Commission expires _____

LAND	
Deed of Trust	
FROM	TO
STATE OF MISSISSIPPI } Chancery Court _____ County.	
I certify that this Deed of Trust was filed for record in my office at <u>11</u> o'clock <u>A.</u> M., on the <u>24</u> day of <u>March</u> , 19 <u>75</u> and was duly recorded the _____ day of _____, 19____	
Book No. _____	on page _____
in my office.	
Witness my hand and seal of office this _____ day of _____, 19____	
Chancery Clerk. _____ D. C.	

5.00pd

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 24 day of March 1975, and that the same has been recorded in Book 184 Page 181 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of March, 1975.
Fees \$ 5.00 pd.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK

650 PAGE 336
THIS 22 DAY OF July 19 93
W.E. Davis
Chancery Clerk
By: Woodward, D.C.

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Fed. Home Loan Mtg. Corp.
Assignment of this instrument recorded in
Real Estate T/b book
No. 633 Page 62
This the 13 day of April 1993
W.E. Davis
Clerk
By: Woodward, D.C.

Revised April, 1974

DEED OF TRUST

OF

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we

ROBERT C. AINSLIE

and DOROTHY M. AINSLIE hereinafter designated

Grantor, do hereby sell, convey and warrant unto TOM B. SCOTT, JR., who

is hereby appointed Trustee with full power and authority to execute this trust, the following described property

situated in DESOTO County, Mississippi, to-wit:

Lot 3, Section "A" Pleasant Hill Estates East Subdivision,
in Section 7, Township 2, Range 6 West, as per plat thereof
recorded in plat book 11, pages 4-8, in the office of the
Chancery Clerk of DeSoto County, Mississippi.

together with all the buildings and improvements now or hereafter erected or located thereon, and all apparatus, equipment, appliances and fixtures of every kind or character used in connection with said premises for the purpose of supplying, distributing or utilizing cold, heat, light, water, gas or power, and all other apparatus, equipment, appliances and fixtures of any kind which may be placed on or in any buildings now or hereafter located on said premises; all of which, for the purpose of this Deed of Trust, are agreed to be fixtures and a part of the realty; also, all and singular the tenements, hereditaments and appurtenances belonging, or in any wise appertaining, to any, or all of said property.

IN TRUST, HOWEVER, and upon the following conditions, to-wit:

WHEREAS, Grantor is indebted to the Unifirst Federal Savings and Loan Association, Jackson, Mississippi, hereinafter designated as the "ASSOCIATION", or Beneficiary, in the sum of Forty Two Thousand and no/100 Dollars (\$42,000.00)

evidenced by our certain promissory note of

even date herewith, bearing interest at the rate of eight % per annum after maturity until paid, said note providing on the face thereof that if default be made in the payment of any installment, or any part thereof, due under its terms, and if the default is not made good prior to the due date of the next succeeding installment, the entire principal sum and accrued interest shall at once become due without notice, at the option of the holder thereof, and providing for the payment of attorney's fees of ten per cent (10%), as provided in said note, on the amount thereof, principal and interest, if placed in the hand of an attorney for collection after maturity, or after declared due and payable, as herein provided, before maturity, and due and payable to the Association, or order, as follows:

\$ 308.28 payable on the 1st day of May, 19 75, and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid.

(In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due.) No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association, not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby, and shall have the policy or same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all of the powers of sale or otherwise, with reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder of said note, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable without notice to the Grantor.

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, (or, if one or more, owed by or advanced to either or any of them), or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's fees, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendees of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as hereinabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such time, or times, at such place in DeSoto County, Mississippi, as the Trustee may designate, at public auction, to the highest bidder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property; it being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, if said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement; and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and attorney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee, shall have full power, in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife (husband) of the aforesaid Robert C. Ainslie has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her (his) right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

WITNESS our signatures, this the 12th day of March, 1975
Robert C. Ainslie Dorothy Mae Ainslie
Robert C. Ainslie Dorothy Mae Ainslie

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Robert C. Ainslie and his wife (her husband) Dorothy Mae Ainslie, who severally acknowledged that they, and each of them, executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 12th day of March, 1975.
My commission expires: 9-25-78 D.B. Bridgforth Notary Public

STATE OF MISSISSIPPI,

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, _____, who acknowledged before me that _____ executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____.
My commission expires: _____ Notary Public

STATE OF MISSISSIPPI,

COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named _____, personally known _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 24 day of March 1975, and that the same has been recorded in Book 184 of 185 records of REAL ESTATE TRUST DEEDS

5.00 25 day of March 1975,
H. P. Ferguson CLERK

A tract of land in the Southwest Quarter of Section 5, Township 2, Range 7 West, described as: BEGINNING at a point on the South line of the said Section 5, which is 333.84 feet East of the Southwest Corner of said Section 5; thence North 420.0 feet to a point; thence East 210.0 feet to a point; thence South 420.0 feet to a point in the South line of said Section 5; thence West along the South line of said section 210.0 feet to the Point of Beginning; containing 2.0 Acres, more or less;

- AND -

A tract of land in the Northwest Quarter of Section 5, Township 2, Range 7 West, described as: BEGINNING 2,670.36 feet North of the Southwest Corner of the said Section 5 as measured along the West line of said section; thence continuing along the West line of the said Section 5 a distance of 458.04 feet to a point; thence East 1,609.08 feet to a point; thence South 143.88 feet to a point; thence East 1,030.92 feet to a point in the North-South half section line of said Section 5; thence South along said half section line 330.0 feet to a point in the East-West half section line; thence West along said half section line 1,980.0 feet to a point; thence North 3.96 feet to a point; thence West 660.0 feet to the Point of Beginning; containing 32.02 Acres, more or less;

LESS AND EXCEPT:

BEGINNING at the Southeast Corner of the Northwest Quarter of Section 5, Township 2, Range 7 West; thence run North along the North-South half section line 330.0 feet to a point; thence run West 1,030.92 feet to a point; thence run South 330.0 feet to a point in the East-West half section line; thence run West along said East-West half section line 1,030.92 feet to the Point of Beginning; all in Section 5, Township 2, Range 7 West, DeSoto County, Mississippi; and being the same land conveyed by Warranty Deed dated August 12, 1969, and filed for record in Book 81, Page 49 in the Office of the Chancery Clerk of said county.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of February, 1975. x10x

Jimmie D. Hailey
Jimmie D. Hailey

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named JIMMIE D. HAILEY, who ~~personally~~ acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 21st day of February, 1975.
My Commission Expires: *April 3, 1975* *Nash B. Hay*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
40 minutes P. 184 24 189 March 1975, and that the same has been
of records of REAL ESTATE TRUST DEEDS

5.00 25 March 1975

193
 Modification Loan Assumption
 of this Instrument Recorded in
Real Estate TID Book
 No. 254 Page 679
 This the 23 day of Jan. 1980
H. B. Ferguson Clerk

Appointment of Successor Trustee of this
 instrument Recorded in Real Estate TID
 Book No. 271 Page 503
 This 14 day of April 1981
H. B. Ferguson Clerk

DEED OF TRUST

PREPARED BY
 MORRIS WHITMAN, ATT.
 4041 Knight Arnold Road
 Memphis, Tenn. 38118

D-34978-SR

THIS DEED OF TRUST is made this 19th day of MARCH, 1975, among the

Grantor, STANLEY WYGLE AND WIFE, FANNIE L. WYGLE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
 and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
 organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
 grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
 of DESOTO, State of Mississippi:

LOT 556, SECTION B, SOUTH $\frac{1}{2}$, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE
 SUBDIVISION, as shown on plat of record in plat book 8, pages 16-21, in Section
 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto
 County, Mississippi, being more particularly described as follows:

Beginning at a point in the west line of Tulane Road 487 feet southwardly from the point
 of intersection of said west line and the south line of Fair Meadow Drive; thence south-
 wardly 72 feet with the west line of Tulane Road to a point, the northeast corner of
 lot 557; thence westwardly 115.1 feet with the north line of lot 557 to an iron pipe;
 thence northwardly 69.6 feet to a point, the southwest corner of lot 555; thence
 eastwardly 119.5 feet with the south line of lot 555 to the point of beginning, AS
 PER SURVEY BY ACME ENGINEERING SERVICE DATED FEBRUARY 25, 1975.

The holder of the indebtedness described herein shall have the option
 at any time to require Lender to pay to the holders of the indebtedness
 in addition to and concurrent to the monthly installment of principal and
 interest and escrow for taxes and hazard insurance, a sum equal to one-
 twelfth of the annual flood insurance premium in the event the holder of
 the indebtedness requires flood insurance coverage under the
 National Flood Insurance Act of 1968 or subsequent similar legislation;
 said sum to be held in escrow without liability on the part of the holder
 of the indebtedness for interest thereon, to be used to purchase or pay
 insurance when and as possible, if the amount so held at any time
 be insufficient to pay said insurance premium at the time and place the
 Grantors shall properly require the same, in accordance with the Act.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply
 such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
 now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
 deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together
 with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred
 to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date
 herewith (herein "Note"), in the principal sum of TWENTY FOUR THOUSAND AND NO/100 Dollars,
 with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-
 edness, if not sooner paid, due and payable on APRIL 1, 2005; the payment of all other
 sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
 performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
 advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
 Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant
 and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-
 ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a
 schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—PHLMC—12/71—1 to 4 Family

INDEXED BY AUTHORITY RECORDED IN BOOK
465 PAGE 200
 THIS 29 DAY OF June 1982
H. B. Ferguson
 CHANCERY CLERK, DS-DC

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Stanley Wiygle
STANLEY WIYGLE - Borrower

Fannie L. Wiygle
FANNIE L. WIYGLE - Borrower

7197 TULANE ROAD
HORN LAKE, MISSISSIPPI 38637
Property Address

TENNESSEE
STATE OF ~~MISSISSIPPI~~, SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named STANLEY WIYGLE AND WIFE, FANNIE L. WIYGLE who acknowledged that T he W signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 19th day of MARCH, A.D., 1975.

My Commission expires:

Lori Sunday
Notary Public

My Commission Expires Oct. 15, 1977

STATE OF MISSISSIPPI, DeSOTO COUNTY

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 55 minutes P. M. 24 day of March 1975, and that the same has been recorded in Book 184 Page 193 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal on this 25 day of March 1975.

Fees 6.00

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

186 PAGE 102

THIS 23 DAY OF May 19 75

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

NORTHWEST BUILDERS, INC., a Mississippi Corporation,

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in DeSoto

 County, Mississippi, to-wit:

Lot 700, in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:
(\$ 12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/100 on Demand or
(9) Months from date with interest due and payable monthly until all of principal and
interest is paid in full.

as provided in Promissory Note

bearing interest ~~at the rate of eight percent per annum~~ from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 883 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 19th day of March, 19 75

ATTEST:
Bob Gray
Bob Gray, Vice President

NORTHWEST BUILDERS, INC.
By: Bobby S. Jones
Bobby S. Jones, President

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, as President and Vice President, respectively, of NORTHWEST BUILDERS, INC.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 19th day of March, 19 75

Sullivan M. Brantley
Notary Public
My Commission Expires Feb. 19, 1976



A.M.	By	of	Witness	Page	and the	on the	was file	County.	I, the	COUNTY	STATE
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STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 24 day of March 1975, and that the same has been recorded in Book 184 Page 197 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 25 day of March 1975.

Fee 3.50

H. P. Ferguson CLERK

H. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

NORTHWEST BUILDERS, INC., a Mississippi Corporation,

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 702, in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property, except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$12,159.00) Twelve Thousand One Hundred Fifty-Nine and ^{no/100} _{Dollars due} on demand or on or before Nine (9) months from date, with interest due and payable monthly until principal and interest is paid in full.

as provided in Promissory Note

bearing interest ~~at the rate of~~ percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

200

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 19th day of March, 1975.

ATTEST:

NORTHWEST BUILDERS, INC.

Bob Gray

By: *Bobby S. Jones*

Bob Gray, Vice President

Bobby S. Jones, President

STATE OF MISSISSIPPI,)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named

Bobby S. Jones and Bob Gray, as President and Vice President,

respectively, of NORTHWEST BUILDERS, INC.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 19th day of March, 1975.

Subbie M. Seawell Notary Public
My Commission Expires Feb. 19, 1976



By	of	Page	and the	on the	was filed	County, N	I, the	COUNTY	STATE
<u>A.H.</u>				<u>2</u>					

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. 24 day of March 1975, and that the same has been recorded in Book 184 Page 199 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 25 day of March 1975.

350

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

260 PAGE 17

10 DAY OF June 1980

H. S. Ferguson
CHANCE CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, Jessie Earl Faulkner and wife, Nola Faulkner

parties of the first part,

are justly indebted unto Money Mart, Inc. of Olive Branch, Miss. party of the second part, in the sum of
HOLDEE

Three Thousand Sixty Eight and 82/100'S -----DOLLARS

(\$ 3068.82) as evidenced by a promissory note, dated March 5, 1975

1093.82

and due and payable in 36 installments of \$ 35@85.00 each beginning March 5, 1975

and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof;

NOW THEREFORE, _____

hereby sell, convey, and warrant unto Jim Amos, of Olive Branch, Mississippi Trustee, the

NAME OF TRUSTEE CITY STATE

following described real property situated in DeSoto County, State of Mississippi, to-wit:

A two (2) acre fractional part of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 28, being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of Section 28, Township 1 South, Range 5 West, a distance of 210 feet East as measured along the North line from its intersection with the center line of the Northeast Quarter thereof said beginning being also the northeast corner of the Frank Wilson '5.0 acre lot, and running thence East along the north line of Section 18 a distance of 208.71 feet to a point; thence South passing a stake in the south line of Halliburton Road at 16.5 feet and continuing a further distance of 400.92 feet, in all a total distance of 417.42 feet to a stake; thence West a distance of 208.71 feet to a stake in the east line of the Wilson '5 acre lot; thence North with Wilson's east line, passing a stake in the south line of Halliburton Road at 400.92 feet and continuing a further distance of 16.5 feet in all, a total distance of 417.42 feet to the beginning, containing 2.00 acres, of which the north 0.08 acre is occupied by Halliburton Road, leaving a net area of 1.92 acres.

A temporary pasture fence encroaches irregularly upon the west line of the above described property.

Situated upon the above described real estate is a one-story frame dwelling as shown upon the plat herewith.

TO HAVE AND TO HOLD, the aforesaid real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered.

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in _____ County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some

newspaper published in _____ County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

DAVID LOGAN

of the first part, hereinafter designated as the Grantor,

THOMAS R. HURDLE Trustee, of the second part, hereinafter designated as Trustee, and
THE SECURITY BANK OF HERNANDO
HERNADO, MISSISSIPPI 38632

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Six Hundred Eight Dollars and 16/100----- DOLLARS
(\$ 608.16) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of eight per centum per annum after
, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

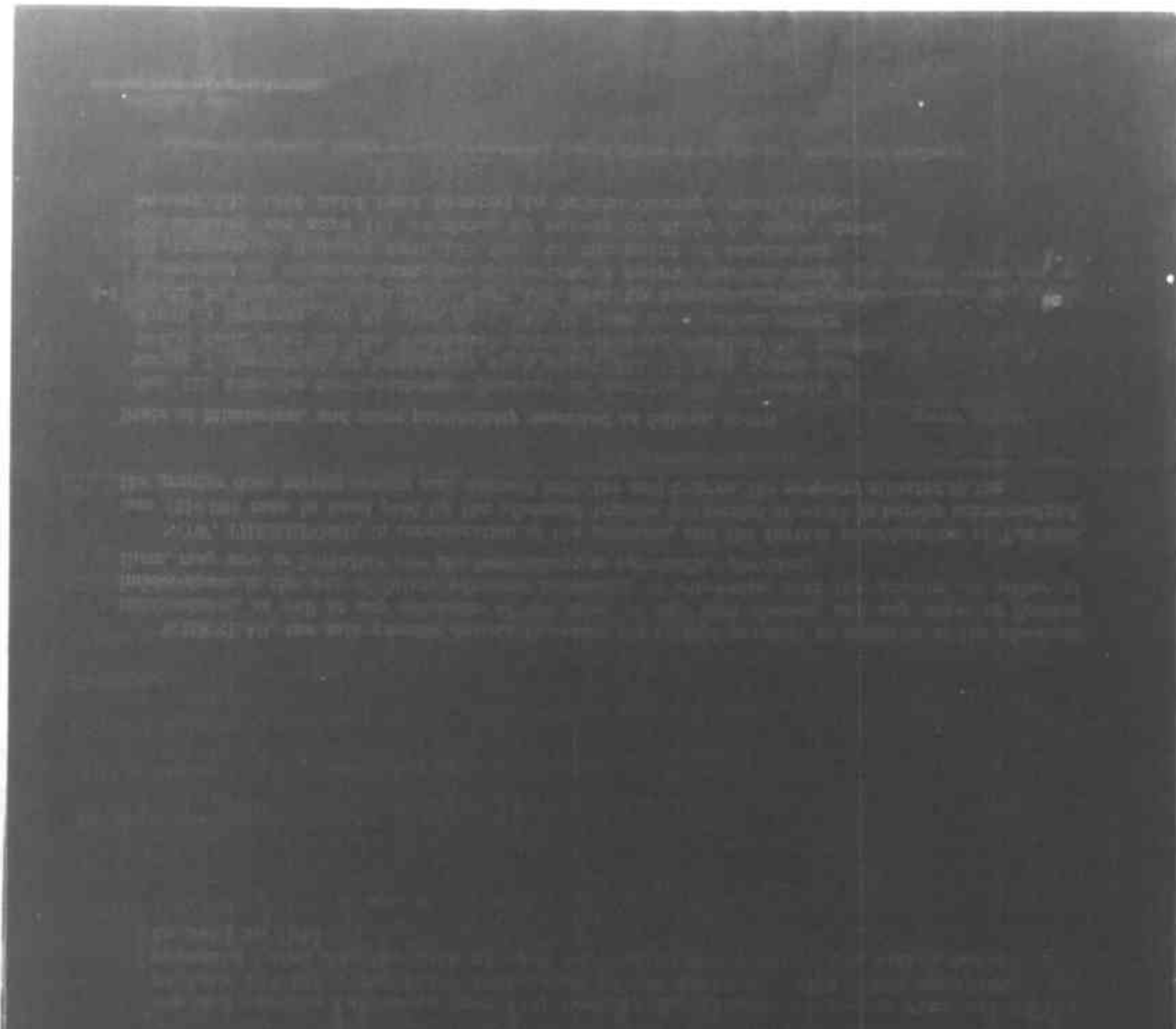
Due and payable in Twenty Four (24) monthly instalments of Twenty Five and 34/100
Dollars (25.34). The first instalment is due April 20, 1975, with remaining
payments being due the 20th of each succeeding month until the entire amount
is paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

One (1) acre in the southeast Quarter of Section 20, Township 2,
Range 7 described as beginning at a point 251.52 feet north and
894.0 feet West of the Southeast corner of said Section 20; THENCE
North 5 Degrees 00 Minutes West 348.48 feet to a point; THENCE
South 85 Degrees 00 Minutes West 125 feet to a point; THENCE south
5 degrees 00 Minutes East 348.48 feet to a point; THENCE North
85 degrees 00 Minutes East 125 feet to the point of beginning
containing one acre (1) as shown by survey of Billy D. Gray, dated
August 13, 1966 Said land located in DeSoto County, Mississippi.



Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of March 1975

David Logan
David Logan

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

David Logan who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20th day of March 1975

My Commission Expires: 5-1-78

Rebecca Kelly
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A. M. 25 day of March 1975, and that the same has been
recorded in Book 184 Page 203

5.00

25 March 1975
M D A

206
Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 194 Page 302
This the 15 day of June 19 75
H. D. Ferguson, Clerk

CANCELLED BY AUTHORITY RECORDS
430 F. 521
THIS 8th DAY OF March 19 88
W. C. Davis
by D. Taylor, D.C.

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 21st day of March, 1975, by and between

GLENN J. FORREST and wife, BARBARA JO FORREST

, hereinafter called the Grantor;
C. B. Henley, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 161 East Amite Street, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 178, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 12, Pages 16 and 17.

Together with Whirlpool Range, model #RYE7760, serial #M42834232; Whirlpool Hood, model #M30, serial #969G; Whirlpool Disposer, Model #SYD40, serial #F42056721; Whirlpool Dishwasher, model #SAU400, serial #F42942876; Whirlpool Furnace, model #FXB43130ER, serial #H40988256; Whirlpool Air Conditioner, model #DXB47B, serial #H41125689; Rheem Water Heater, model #66H50D, serial #ROE87313374, and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty. The funds derived from the indebtedness secured by this deed of trust have been used entirely to pay the seller all or a part of the purchase price of the property described above.

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Seven Thousand and Fifty and no/100-----Dollars (\$ 37,050.00), with interest from date at the rate of Seven & Three-Fourths centum (7 & 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company,

161 East Amite Street in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Sixty-Five and 65/100----- Dollars (\$ 265.65), commencing on the first day of May, 1975, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust; does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 251 Page 607
This the 8 day of Nov 19 79
H. D. Ferguson, Clerk

re-recorded
Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 254 Page 564
This the 16 day of Jan 19 80

H. D. Ferguson, Clerk

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within Sixty Days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of **DeSoto** County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Glenn J. Forrest

 Glenn J. Forrest

Barbara Jo Forrest

 Barbara Jo Forrest

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto }

Personally appeared before me **Bobbie M. Braswell**, the undersigned Notary Public in and for the said County, the within named **Glenn J. Forrest** and **Barbara Jo Forrest**, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 21st day of March, 1975.

My Commission expires:
 February 19, 1976.

Bobbie M. Braswell

 Notary Public

STATE OF MISSISSIPPI }
 COUNTY OF }

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:00 o'clock A. M., on the 25 day of

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 25 day of March 1975, and that the same has been recorded in Book 184 Page 206 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of March 1975.

Fees: \$ 5.00

H. P. Ferguson

 CLERK

PLEASE RECORD & RETURN TO: Debra Harvey, 2200 Commerce Square, Memphis, Tennessee 38103

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from

W. H. HOPPER & ASSOCIATES, INC.

to

MAX B. OSTNER, JR.

Trustee, for the use and benefit

of JAMES E. MCGEHEE & COMPANY, INC.

, dated

June 4, 1973

and recorded in Book 160, page 305

of the records of Mortgage and

Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having

been fully paid, the undersigned JAMES E. MCGEHEE & COMPANY, INC.

as lawful holder of the indebtedness hereby releases and discharges the lien of said Deed of Trust. Lots 44 & 45, Section A Revised, Lakewood Estates S/D, recorded in Plat Book 11, Pages 1-3, DeSoto County, Mississippi. The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said JAMES E. MCGEHEE & COMPANY, INC.

has caused its corporate name signed hereto by and through its proper officers duly authorized so to do, this the 21st day of March, 1975.

ATTEST: Marge Jobe Assistant Secretary

JAMES E. MCGEHEE & COMPANY, INC. Harold V. Crase Vice President

STATE OF COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this day of 19.

Notary Public

My commission expires:

STATE OF COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named HAROLD V. CRASE and

MARGE JOBE

known to me to be the

VICE PRESIDENT

and

ASSISTANT SECRETARY

respectively of JAMES E. MCGEHEE & COMPANY, INC., a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of

JAMES E. MCGEHEE & COMPANY, INC., after being duly authorized so to do.

Given under my hand and seal this 21st day of March, 1975.

My commission expires: June 5, 1978

Jean Gunn Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. I hereby certify that this instrument was filed for record at 10 o'clock 30 minutes A.M. of March 25, 1975, and that the same has been recorded in Book 184, page 209 of the REAL ESTATE TRUST DEEDS.

25 March 1975

H. P. Ferguson

210

PLEASE RECORD & RETURN TO: Debra Harvey, 2200 Commerce Square, Memphis, Tennessee 38103

RELEASE
(Mississippi)

All indebtedness secured by a certain Deed of Trust from
W. H. HOPPER & ASSOCIATES, INC. to
MAX B. OSTNER, JR., Trustee, for the use and benefit
of JAMES E. MCGEHEE & COMPANY, INC., dated
March 22, 1973, and recorded in Book 157, page 4, of the records of Mortgage and
Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having
been fully paid, the undersigned JAMES E. MCGEHEE & COMPANY, INC.
as lawful holder of the indebtedness ~~xxxxxxx~~ hereby releases and discharges the lien of said Deed of Trust. Lots 41, 94 and 65,
Section A, Revised, Lakewood Estates S/D, recorded in Plat Book 11, Page 1, in DeSoto County
The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed
to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said JAMES E. MCGEHEE & COMPANY, INC.
has ~~caused its corporate name signed hereto by and through its proper~~
officers duly authorized so to do, this the 21st day of March, 1975.

ATTEST: Marge Jobe
Assistant Secretary

JAMES E. MCGEHEE & COMPANY, INC.
Harold V. Crase
Vice President

~~STATE OF
COUNTY OF
Personally appeared before me, the undersigned authority in and for said State and County, the within named
_____, who acknowledged that he signed and delivered the
foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.
Given under my hand and seal this _____ day of _____, 19____

Notary Public~~

My commission expires:
STATE OF TENNESSEE
COUNTY OF SHELBY
This day personally appeared before, the undersigned authority in and for said State and County, the within
named HAROLD V. CRASE and
MARGE JOBE, known to me to be the
VICE PRESIDENT and ASSISTANT SECRETARY

respectively of JAMES E. MCGEHEE & COMPANY, INC., a corporation,
who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned,
for the purpose therein set forth, and in the capacity therein stated, for in behalf of
JAMES E. MCGEHEE & COMPANY, INC., after being duly authorized so to do.
Given under my hand and seal this 21st day of March, 1975

My commission expires: June 5, 1978
Jean Young
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the instrument was filed for record at 10 o'clock
30 A. 25 of March 1975, and that the same has been
184 210
25 March 1975
2.65
H. B. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 317
16 DAY OF March 1977
DORANCEY CLARK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

CHARLES A. HIGGINS AND WIFE ADELAIDE HIGGINS

of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK & TRUST of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of ONE THOUSAND FOUR HUNDRED EIGHTY NINE AND 20/100----- DOLLARS (\$ 1,489.20) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of six per centum per annum after MATURITY, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

DUE AND REPAYABLE IN TWENTY FOUR (24) MONTHLY INSTALLMENTS OF \$62.05 EACH THE FIRST PAYMENT BEING DUE ON OR BEFORE THE 5TH DAY OF APRIL, 1975 AND EACH PAYMENT BEING DUE ON OR BEFORE THE 5TH OF EACH MONTH THEREAFTER UNTIL NOTE IS PAID IN FULL.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DE SOTO COUNTY
State of Mississippi, and more particularly described as follows, to-wit:
BEGINNING AT A POINT IN THE WEST LINE OF SECTION 28, TOWNSHIP 1, RANGE 5 WEST, DE SOTO COUNTY, MISSISSIPPI, SAID POINT BEING 1118.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 107.4 FEET TO A POINT, WHICH POINT BEING THE SOUTHWEST CORNER OF LOT No. 7; THENCE EAST ALONG THE SOUTH LINE OF LOT No. 7 A DISTANCE OF 794.2 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT No. 7; THENCE NORTH ALONG THE EAST LINE OF SAID LOT No. 7 A DISTANCE OF 526.9 FEET TO A POINT IN THE SOUTH LINE OF LOT No. 6; THENCE EAST ALONG THE SOUTH LINE OF LOT No. 6 A DISTANCE OF 385.7 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT No. 5; THENCE SOUTH ALONG THE WEST LINE OF LOT No. 5 A DISTANCE OF 634.3 FEET TO A POINT WHICH POINT IS THE NORTHEAST CORNER OF LOT No. 9 A DISTANCE OF 1179.9 FEET THE POINT OF BEGINNING, LESS AND EXCEPT 3 ACRES MORTGAGES TO JIM WALTER CORP.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expenses of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of MARCH 19 75

Charles A. Higgins
CHARLES A. HIGGINS
Adelaide Higgins
ADELAIDE HIGGINS

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES A. HIGGINS AND ADELAIDE HIGGINS who severally acknowledged that THEY

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 21st day of March 19 75

My Commission Expires: _____
James P. M. [Signature]
Notary Public
My Commission Expires June 23, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 P. 25 of March 1975, and that the same has been
184 211

4.50

25 March 1975
H. P. Teranson

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FOR REAL ESTATE, CHATTEL OR BOTH

L. B. Odom
To { DEED OF TRUST
Stanley L. Wender and
Sidney M. Katz, Trustees

THIS INDENTURE, Made this 14th day of March 1975
between L. B. Odom
of the first part,
and Stanley L. Wender & Sidney M. Katz, Trustees of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part ies
of the second part in the sum of Five Thousand Seven Hundred Fifty Dollars
(\$5,750.00) evidenced by a promissory note of even date, bearing 10% interest from date,
due and repayable in 168 equal monthly amortized installments of \$63.73 each, first of
said installments due May 1, 1975 and one installment due each succeeding month there-
after until paid in full with each installment to be applied first toward accrued interest
and the balance to the reduction of principal

and the part Y of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part
paid by George S. McIngvale Trustee, the part Y of the first part has this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
products of every kind that now be on hand, and all the crops of every kind to be grown by and
family, or any hands working with or under either as landlord or tenant or otherwise, during the year 1975 on the land that
may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

Lot 326, Section D, DeSoto Woods Subdivision as per plat thereof recorded in Plat Book 10,
Page 39 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which
recorded plat reference is made for a more particular description. Said lot being
sitated in Section 1, Township 2, Range 8.

A failure to pay said installments when due shall operate to cause the entire unpaid
indebtedness to become immediately due and payable at the option of the owner and holder
of said note. Maker of said note shall have the right to pay all or any part of the
said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness
on or before the maturity date thereof 1975, then this instrument to be void; but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y and the second part their
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness MY signature the date written above. L.B. Odom

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named
L. B. Odom

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 14th day of March 1975

(SEAL) My Commission Expires: Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named
one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P. M. 25 day of March 1975, and that the same has been
recorded in Book 184 Page 214 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 25 day of March 1975.

2.50

H. P. Ferguson

Paid, Satisfied and Cancelled

This 26 day of January 19 76 215
Oxford Production Credit Association
by Charles Harrison
Assistant Field Treasurer

Attest

H. B. Ferguson
D. D. Woolfolk, D.C.

PCA-M-404
Rev. 6-1-64

LAND DEED OF TRUST

WHEREAS, R. M. Treadway and Virgie Mae Treadway

Oxford is/are indebted to the Oxford PRODUCTION CREDIT ASSOCIATION, of Oxford MISSISSIPPI (hereinafter called Beneficiary), in the sum of One Hundred Thirty One Thousand Three Hundred and No/100 Dollars, for money loaned or to be loaned as evidenced by a promissory note(s) of even date herewith, payable as follows:

- No. 1, for \$ 131,300.00 on demand after Dec. 31, 1975 No. 5, for \$ _____, due on demand after _____;
- No. 2, for \$ _____, due on demand after _____; No. 6, for \$ _____, due on demand after _____;
- No. 3, for \$ _____, due on demand after _____; No. 7, for \$ _____, due on demand after _____;
- No. 4, for \$ _____, due on demand after _____;

AND MAY BE OTHERWISE INDEBTED AND MAY BECOME FURTHER INDEBTED TO BENEFICIARY WITHIN 36 MONTHS AFTER THE DATE HEREOF; said Note(s) and all indebtedness owing and to become owing hereunder bearing interest as provided in said notes and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby.

NOW, THEREFORE, to secure the payment of said indebtedness, as evidenced above or as otherwise indebted, and any future or additional advances made to the above named debtor(s) and any other indebtedness of debtor(s) to Beneficiary incurred or acknowledged within 36 months from date R. M. Treadway and Virgie Mae Treadway

(hereinafter called Grantor, whether one or more), does hereby grant, bargain, sell, convey and warrant unto R. T. Riser, Trustee, the following described property situated in DeSoto County, Mississippi, (unless otherwise specified) to-wit:

REAL ESTATE

130 acres, the South part of the Southwest Quarter of Section Twenty Seven (27), and 50 acres in the Southeast Quarter of Section Twenty Seven (27), beginning at a stake 29 rods due South of the Northeast corner of the Southeast Quarter of Section 27, and running due West 160 rods to a stake, thence South 51 rods to a stake, thence East 160 rods to a stake, thence North 51 rods to the beginning, LESS one acre near the center and on the South side of said strip of land last described, all in Township Three (3), Range Six (6) West, and being the same land conveyed by J. D. Harrison to W. L. Harrison by Warranty Deed dated October 5, 1903, recorded in Book 12, Page 324.

80 acres, the South Half of the Southeast Quarter of Section Twenty Seven (27), Township Three (3), Range Six (6), and one (1) acre square on the North Half of said Quarter Section, and being near the middle of said Quarter Section, and containing in all 81 acres, more or less, and being the same land conveyed by Wiley White, et ux, to W. L. Harrison by Warranty Deed dated October 27, 1909, recorded in Book 16, Page 57.

This is not now and has never been considered my Homestead.

Grantor further covenants and agrees:

1. Not to sell, mortgage or otherwise alienate the property herein described without written consent of Beneficiary.
2. That the Beneficiary, or any holder of the note(s) secured hereby, may at its or their option, appoint another person or succession of persons to act as Trustee herein and such appointee shall have all such powers in the execution of this trust as are vested in the Trustee herein named; such appointment, when made by the Beneficiary, may be made by its Secretary-Treasurer or any other officer thereof.

Now, if Grantor shall pay said indebtedness and keep and perform all of the covenants and agreements of this Deed of Trust it shall become null and void; however, if Grantor (1) fails to pay when due any sums secured hereby, or (2) fails to comply with the terms of his loan application or the approval thereof or becomes insolvent, be adjudicated a Bankrupt, or made defendant in a bankruptcy or receivership proceedings, or (3) if, in the opinion of the Beneficiary or assignee, said security or any part thereof be endangered; then, in any such event, Beneficiary or assignee may: (a) refuse to advance any part of said loan then in its possession; and/or (b) mature the then existing indebtedness and proceed with foreclosure on all or any part of the security as hereinafter provided; and/or (c) direct said Trustee to and he may take possession of said security or any part thereof, keep or sell the same; and all expense incident thereto shall be secured hereby.

If Beneficiary elects to foreclose as above provided, the Trustee, at the request of the Beneficiary, shall sell all or any part of said property (crops, chattels and land), and parts of each may at the option of the Trustee be advertised and sold at different times and the sale of part or parts of the security shall not exhaust the power of the Trustee to sell the remaining security in the same manner, and the Trustee may sell at his election the real estate either as a whole or in parcels (the provisions of Section 888, Mississippi Code of 1942, and Section 111, Mississippi Constitution of 1890 being specifically waived) to satisfy the indebtedness hereby secured after giving notice of the time, place, and terms of sale, as follows:

By publication in some newspaper published in the county in which said property is situated, or if no newspaper is then published in said county, in a newspaper having general circulation therein, for three consecutive weeks preceding the date of sale, and by posting one notice at the courthouse of said county for said time. In case the property herein described is situated in more than one county, or in more than one judicial district of a county or counties, a foreclosure sale of all of said property may be made in any one of the counties or judicial districts in which any part thereof is situated, after giving notice of the time, place and terms of sale in the manner above described in each county and judicial district in which any part of said land lies.

In the event of foreclosure the proceeds shall be applied (1) toward payment of executing this trust, including a reasonable trustee's fee and a reasonable attorney's fee (both of which fees shall accrue immediately upon instructions being mailed or otherwise directed to the trustee to foreclose), (2) toward liquidation of the indebtedness secured hereby, and (3) any balance shall be paid to the Grantor or persons entitled thereto.

WITNESS the signature of Grantor on this 14 day of March, 19 75

R. M. Treadway
R. M. Treadway

Mrs. Virgie Mae Treadway
Mrs. Virgie Mae Treadway

STATE OF MISSISSIPPI,

COUNTY OF Panola

Before me, the undersigned authority in and for said County, in said State, this day personally appeared the within named R. M. Treadway and Mrs. Virgie Mae Treadway who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.



Given under my hand and official seal this 18 day of March, 19 75

Mary A. Still
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of March 1975, and that the same has been recorded in Book 184 Page 215 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of March 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

COUNTY OF Desoto

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 25 day of March, 19 75 and was duly recorded the _____ day of _____, 19 _____ on page _____, Book No. _____ in my office.

WITNESS my hand and seal of this office, this _____ day of _____, 19 _____

_____, Chancery Clerk

_____, D. C.

(SEAL)

3.00 bill

This Instrument prepared by: H H McKnight, Attorney 99 N. 3rd. Street. Memphis, Tenn

DEED OF TRUST

This Indenture Made and entered into this 17 th day of March 1975

by and between Annie Brown

of the first part, and Maurice J. McGehee, Attorney Trustee, of the second part.

WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Desoto County Mississippi, to wit:

50 acres in the shape of a parellelogram across he entire north side of the Northwest quarter of Section 29, Township 1, Range 7, ; also four (4) acres in the shape of a square in the Southwest corner of the Southeast quarter of Section 20, Township 1, Range 7 West, and being the same land coveyed to me by William A. James and wife Ruth E. James by deed of date December 28, 1944 and reference is here made to said deed for a more perfect description of said land; said deed being recorded in book 32, page 16 in the Chancery Clerk's office of Desoto County, Mississippi.

Property Address: Star Route Box 53 Southaven, Miss
Annie Brown
Mail tax bills to: Star Route Box 53, Southaven, Miss
Address: Star Route Box 53, Southaven, Miss

TO HAVE AND TO HOLD, the sforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Trust Deed, and is made for the following uses and purposes, and none other; that is to say: The said parties of the first part are justly indebted to M & M BAIL BOND COMPANY or the holder of the notes hereinafter mentioned, in the sum of Five Thousand and No/100 dollars ***** (\$5,000.00.) Dollars, evidenced by

Said Company is making a Criminal Bond for George Guy who is charged with the offense CDW a Razor; Armed Robbery; RWDW and the purpose of this instrument is to indemnify said company against any loss it may sustain in making this Bond in the amount of \$ 5,000.00 It is further agreed that if and when defendant George Guy makes his/her appearance in the Criminal Court of Shelby County, Tennessee on the above named charge and when said Company is released of all liability on said Bond and when all debts, fees, expenses or other obligations due on indemnity contract signed and dated March 17, 1975 are paid in full, then this instrument is null and void.

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the said Trustee, will insure the buildings on said property for not less than \$..... against fire..... in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the said Trustee as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed

CANCELLED BY AUTHORITY RECORDED IN BOOK

220 PAGE 774

THIS 24 DAY OF Jan 1978

H. H. Ferguson
CHANCERY CLERK

upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, will not do anything or suffer or permit anything to be done whereby the lien of this deed of trust might or could be impaired. In the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quitclaim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Memphis, Tennessee, and sell the said property for cash to the highest bidder, free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with attorney's fees of 10%, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: First, to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit, and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property, and shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this deed of trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of \$_____ per month, commencing with the date of delivery of the Trustee's deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

Mrs Annie Brown

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared _____ and _____, with whom I am personally acquainted, and who, upon their several oaths, acknowledged themselves to be, respectively, the _____ President, and the Secretary of _____ the _____ within named bargainor, a corporation; and that they, as such _____ President and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by the said _____ subscribing thereto the name of the corporation, by himself as such _____ President, and by the said _____ affixing and attesting thereto the corporate seal.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this _____ day of _____, 19____.

MY COMMISSION EXPIRES: _____ Notary Public.

STATE OF TENNESSEE, COUNTY OF SHELBY

On this 17 th day of March, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Annie Brown to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written. My commission expires: 7-19-78
Eugene Hill Notary Public.

STATE OF MISSISSIPPI, County of _____ Reg. No. _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of March 1975, and that the same has been recorded in Book 184 Page 217 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and Notarial Seal this 25 day of March 1975.

Fee 3.50

H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That Money Mart, Inc.
of DeSoto County, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 17th day of August 19 73 made and executed by Fred Price and wife,
Zelma W. Price of DeSoto County, Mississippi to Money Mart, Inc.
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No 164 on page 536
of the Record of Trust Deeds, on the 24th day of August A. D. 19 73 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

MONEY MART, INC.
BY: James Sullivan
James Sullivan

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

Personally came and appeared before me, the undersigned authority Notary Public
James Sullivan, who is Manager respectively of
in and for County and State aforesaid Money Mart, Inc. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 21st day of March A. D. 19 75.
W. S. ...

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 25 day of March 1975, and that the same has been
recorded in Book 184 Page 219 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal on this 25 day of March 1975.

253

H. P. Ferguson CLERK

Paid, Satisfied and Cancelled

This 16 day of July 1975

The undersigned by H. H. Ferguson

Attest H. H. Ferguson by D.S.

FOR REAL ESTATE, CHATTEL OR BOTH

Percy L. Bullard, et ux, Grantors To DEED OF TRUST The Hernando Bank, Beneficiary

THIS INDENTURE, Made this 11th day of March 1975 between Percy L. Bullard and wife, Wanda Bullard

and The Hernando Bank of the first part, of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Two Thousand Five Hundred and No/100

Dollars (\$2,500.00) evidenced by one promissory note of even date bearing interest as provided in the note due in two equal annual installments, the final installment due December 31, 1976.

life of this trust deed and any further amount that the party of the second part may furnish the party of the first part during the term of the note, not to exceed Five Thousand Dollars (\$5,000.00) and the part Y of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that they now have on hand, and all the crops of every kind to be grown by them and family, or any hands working with or under them either as landlord or tenant or otherwise, during the years 1975 & 76 on the land that they may cultivate, or cause to be cultivated, as landlord or tenant and all their farming implements of every kind and

The land in DeSoto County, Mississippi described as follows, to-wit:

Beginning at the Northwest corner of Section 23, Township 2, Range 8, thence East 422.4 feet; thence South 1,650 feet; thence West 422.4 feet; thence North 1,650 feet to the point of beginning containing 16 acres, more or less and being the land devised by D. D. Bullard to Percy L. Bullard.

A failure to pay the installments or interest when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 31st day of December 1976, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above. Percy L. Bullard Wanda Bullard

STATE OF MISSISSIPPI, DESOTO COUNTY Personally appeared before me the undersigned authority of said County, the within named Percy L. Bullard and wife, Wanda Bullard who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 11th day of March 1975 My commission expires: (SEAL) By: H. H. Ferguson

STATE OF MISSISSIPPI, DESOTO COUNTY Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, depose and say that he saw the above named

and that he subscribed his name as a witness to the same in the said Trustee; that he, this deponent, subscribed his name as a witness to the same in the said Trustee; that he, this deponent, subscribed his name as a witness to the same in the said Trustee; that he, this deponent, subscribed his name as a witness to the same in the said Trustee;

30 A. 184 25 220 March 10 o'clock 1975. STATE TRUST DEEDS

250 25 March 1975 H. H. Ferguson

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, NATIONAL MORTGAGE COMPANY, - - - - - does hereby release from the lien of the Deed of Trust given by ALBERTINE - McCRORY BUILDERS, INC. - - - - - for the benefit of said NATIONAL MORTGAGE COMPANY - - - - -, which Deed of Trust is dated March 16, 1972, and recorded in Deed of Trust Book 139, Page 642 of the Trust Deed Records of County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

PROPERTY

Lots 24, 52 and 63, Section "A", Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof in Plat Book 8, Pages 53 and 54;

Lot 218, Section "B", Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof in Plat Book 8, Pages 51 and 52 ;

Lots 504, 514, 518, 554, 558 and 612, Section "C", Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof in Plat Book 8, Pages 49 and 50; all recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 139, Page 642 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the 20th day of March, 1975.

NATIONAL MORTGAGE COMPANY

By Marlin Grafer
 (Name) MARLIN GRAFER
 SENIOR VICE PRESIDENT
 (Title)

282

STATE OF TENNESSEE

COUNTY OF SHELBY

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Marlin Graber, the (Title) Senior Vice President of NATIONAL MORTGAGE COMPANY, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said company, he being duly authorized so to do.

GIVEN under my hand and Official Seal this, the 20th day of March, 1975.

(SEAL)

Kleen Sig
NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 1, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 55 minutes A. M. 25 day of March 1975, and that the same has been recorded in Book 184 Page 221 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of March 1975.

Fees \$3.50 pd.

SEAL

H. P. Ferguson

CLERK

492 PAGE 754
THIS 6th DAY OF Dec. 19 89

Real Estate TID Book
No. 202 Page 101
This the 13 day of July 19 76

223

W. E. Davis

Chancery Clerk
H. D. Ferguson, S.C.

H. D. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Doris L. Motta

To { DEED OF TRUST

Stanley L. Wender and
Sidney M. Katz, Trustees

THIS INDENTURE, Made this 13th day of March, 19 75
between Doris L. Motta

of the first part,
and Stanley L. Wender & Sidney M. Katz, Trustees of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said parties
of the second part in the sum of Five Thousand One Hundred Fifty Dollars

(\$5,150.00) evidenced by a promissory note of even date, bearing interest at 10% from date,
due and repayable in 168 equal amortized monthly installments of \$57.08 each, first of
said installments shall be due May 1, 1975 and one installment due each succeeding month
thereafter until paid in full with each installment to be applied first toward accrued
interest and the balance to the reduction of principal

and any further amount that the party of the second part may furnish the party of the first part during the year 19...
and the party of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part
paid by George S. McIngvale Trustee, the part Y of the first part has this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
products of every kind that...
family, or any hands working with or under...
may cultivate, or cause to be cultivated, or leased or tenanted, or otherwise, during the year 19... on the land that...
farming implements of every kind and

Lot 105, Section B, DeSoto Woods Subdivision as per plat thereof in Plat Book 6, Page 8
in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded
plat reference is made for a more particular description. Said lot being situated in
Section 1, Township 2, Range 8.

A failure to pay said installments when due shall operate to cause the entire unpaid
indebtedness to become immediately due and payable at the option of the owner and holder
of said note. Maker of said note shall have the right to pay all or any part of the said
indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness
no or before the maturity date thereof 19... then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part, their
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Doris L. Motta

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named
Doris L. Motta

who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 13th day of March 19 75

My Commission Expires: (SEAL) H. D. Ferguson Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named
one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
swore and said that he saw the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
50 minutes P.M. 25 day of March 1975, and that the same has been
recorded in Book 184 Page 223 records of REAL ESTATE TRUST DEEDS

2.50
26 day of March 1975.

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 271 Page 135
This the 1 day of April 19 81
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 271 Page 140
This the 1 day of April 19 81
H. D. Ferguson Clerk

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That EDWARD LEE WHITTEN, SR., Trustee for VEASEY CLARK COMPANY, A Miss. Corp., the beneficiary, does hereby certify that a certain trust deed bearing date the 22nd day of April, 1966, made and executed by SIDNEY SOWELL and wife, GLORIA SOWELL, to VEASEY CLARK COMPANY, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 89 on page 208 of the Record of Trust Deeds, on the 22nd day of April, A. D. 1966, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

VEASEY CLARK COMPANY,
A Mississippi Corporation
By: *Edward Lee Whitten, Sr.*
Edward Lee Whitten, Sr., Trustee

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public EDWARD LEE WHITTEN, SR., Trustee for VEASEY CLARK COMPANY, in and for County and State aforesaid, A Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said company, he being authorized so to do.

Given under my hand and seal of office this 24th day of March, A. D. 1975.



Mable B. Day

NOTARY PUBLIC

My Commission Expires: *Apr 3 1975*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. on the 26th day of March 1975, and that the same has been recorded as Book 184 26 224 RECORDS OF REAL ESTATE TRUST DEEDS

2.50

26 March 1975
H. P. Ferguson

Release of Deed of Trust

DeSoto
To The Chancery Clerk of Tate County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit: One executed by Floyd Taylor and Barbara Ann Taylor for the benefit of Peoples Bank, Senatobia, Mississippi dated the 24th day of July 19 73 and recorded in Mortgage Record Book No. 163 Page 312 of the records in your office.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

Witness my hand, this 25 day of March 19 75 A. D.

PEOPLES BANK, SENATOBIA, MISSISSIPPI

By G. W. Weeks, Jr.
G. W. Weeks, Jr., Vice-President

STATE OF MISSISSIPPI,
Tate County.

Personally appeared before me the undersigned authority in and for G. W. Weeks, Jr. in and for said County and State, the above named G. W. Weeks, Jr. who acknowledged that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 25 day of March 19 75 A. D.

Mr. Darnell L. Price
Notary Public.



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 26 day of March 1975, and that the same has been recorded in Book 184 Page 225 records of REAL ESTATE TRUST DEEDS of Tate County.

Witness my hand and official seal this 26 day of March 1975.

2.50

H. P. Ferguson, CLERK

Release of Deed of Trust

+++++

DeSoto

To The Chancery Clerk of ~~Tate~~ ^{DeSoto} County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit: One executed by Floyd Taylor and Barbara Ann Taylor for the benefit of Peoples Bank, Senatobia, Mississippi dated the 10 day of December 1973 and recorded in Mortgage Record Book No. 169 Page 331 of the records in your office.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

Witness my hand, this 25 day of March A. D. 1975.

PEOPLES BANK, SENATOBIA, MISSISSIPPI

By G. W. Weeks, Jr.
G. W. Weeks, Jr., Vice-President

STATE OF MISSISSIPPI,
Tate County.

Personally appeared before me the undersigned authority

in and for said County and State, the above
named G. W. Weeks, Jr. who acknowledged that he signed,
sealed and delivered the foregoing instrument as his voluntary act and deed.

Witness my hand and official seal this 25 day of March A. D. 1975



Mrs. Bernelle A. Price
Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. 26 day of March 1975, and that the same has been recorded in Book 187 Page 226 records of REAL ESTATE TRUST DEEDS of said County.

2.50

H. P. Ferguson CLERK
26 day of March 1975.

227
 11-24-82
 FULLY PAID AND REGISTERED
 UNITED STATES DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 COUNTY SUPERVISOR
 CONTAINED IN 31, P. R. 14109
 Attest: H. H. Ferguson, Chas. ...
 by S. Taylor

USDA-FmHA
 Form FmHA 427-1 MS
 (Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, March 24, 1975,
 (Date)

by and between the undersigned

SIDNEY SOWELL and wife, GLORIA S. SOWELL,

residing in DeSoto County, Mississippi, whose post office

address is Route 2 - Hernando, Mississippi 38632

grantor(s), herein called "Borrower," and

Aaron R. Goolsby,

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government." WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March <u>24</u> , 1975	\$ 8,400.00	Five (5) %	March 24, 1980 January 1, 1980

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSOTO

County(ies) within instrument was
 filed for record at 10 o'clock and
30 minutes A. M. 26
 day of March 1975 and that the
 same has been recorded in Book No. 184

(See next page.)

(Description of Subject Property attached.)

20 Acres, more or less, in Section 5, Township 4 South, Range 7 West, DeSoto County, Mississippi, described as: Commencing at the Northeast Corner of Section 5, Township 4 South, Range 7 West; thence West along the North line of said section 1,320.6 feet to a point; thence South 04° 27' East 543.74 feet to an iron pin, being the Point of Beginning of said tract; thence South 04° 27' East 763.0 feet to a large corner post; thence South 87° 00' West 1,060.99 feet to corner post; thence South 87° 52' West 269.66 feet to an iron pin; thence North 03° 37' West 404.67 feet to an iron pin; thence North 87° 25' East 351.89 feet to an iron pin; thence North 02° 57' West 357.49 feet to an iron pin; thence North 87° 03' East 963.54 feet to the Point of Beginning.

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Sidney Sowell
Sidney Sowell

Gloria S. Sowell
Gloria S. Sowell

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named SIDNEY SOWELL and GLORIA S. SOWELL, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 24th day of March, 1975.

Thable B. Hay
(Signature)

NOTARY PUBLIC
(Title)

My Commission Expires: April 3, 1975
My Commission Expires April 3, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 26 day of March 1975, and that the same has been recorded in Book 189 Page 227 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of March 1975.

Fee \$ 5.00

H. P. Ferguson
CLERK

BOOK 3 DAY OF August 19 77

H. S. Ferguson
CHANCERY CLERK

231

FOR REAL ESTATE, CHATTEL OR BOTH

Charles W. Muller, Jr.
and wife, Pamela J. Muller
To { DEED OF TRUST
Security Bank of Southaven

THIS INDENTURE, Made this 17th day of March 19 75
between Charles W. Muller, Jr. and wife, Pamela J. Muller,
Party
and Security Bank of Southaven, Party

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Three Thousand and no/100 Dollars (\$3,000.00)

with interest at the rate of 10% per annum repayable on or before March 13, 1976.

and any further amount that the party of the second part may furnish the party of the first part...
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin
Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi...

Lot 2251, Section K, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi, reference to which map or plat is here made in aid of and as a part of this description.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 105, Page 187, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above
Charles W. Muller, Jr.
Pamela J. Muller

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Charles W. Muller, Jr. and wife, Pamela J. Muller who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of March 19 75
Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deponeth and saith that he saw the above named subscribed thereto, sign and deliver the same to the said Trustee, that he, this deponent, subscribed his name as a witness thereto in the presence of the said, and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A.M. 26 day of March 1975, and that the same has been recorded in Book 184 231 records of REAL ESTATE TRUST DEEDS of said County.

26 day of March 1975.
H. S. Ferguson, CLERK

250

CANCELLED BY AUTHORITY RECORDED IN BOOK

215 PAGE 699

THIS 13 DAY OF Sept. 1977

H. G. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

CHARLEY O. McMULLEN
and wife, BILLIE JEAN McMULLEN
To DEED OF TRUST
SOUTHAVEN REALTY
COMPANY, INC.

INDENTURE, Made this 21st day of March 1975
between CHARLEY O. McMULLEN and wife, BILLIE JEAN
McMULLEN, Party of the first part,
and Southaven Realty Co., Inc., Party of the second part.

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of One Thousand Two Hundred Dollars

(\$1,200.00), with interest from date at the rate of Eight percent (8%) per annum, repayable in 2 installments as follows: the sum of \$600.00, plus accrued interest, due on the 15th day of April; the sum of \$600.00, plus accrued interest, due on the 15th day of May, 1975.

and any further amount that the party of the second part may furnish, the party of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Edwin C. Hardin Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, ...

Lot 146, Section A, in Brook Hollow Subdivision, on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 8, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 172, Page 39, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.

Charley O. McMullen
Billie Jean McMullen

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me Bobbie M. Braswell, a Notary Public of said County, the within named Charley O. McMullen and Billie Jean McMullen

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 21st day of March 1975.

My Commission expires Feb. 19, 1976

(SEAL)

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY.

I certify that this instrument was filed for record at 9 o'clock 45 minutes A.M. 26 day of March 1975, and that the same has been recorded in Book 184 239

26 March 1975.

2.50

H. G. Ferguson

H. B. Ferguson
CHANCERY CLERK

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 19th day of March, 1975
by and between Frank J. Glass, II and Cynthia R. Glass

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter
Trustee, of the second part, hereinafter designated as TRUSTEE; and Security Bank of Southaven, Mississippi
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Seven thousand six hundred sixteen and 70/100-----DOLLARS
(\$ 7,616.70), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit: On or before 180 days after date.

Parties of the first part reserve the right to prepay all or any part of said indebtedness on or before the due date without penalty.

said note bearing interest from March 19, 1975 at the rate of ten (10.00) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Southaven

District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 222/Revised plan, Section "C", Carriage Hills Subdivision, on Sections 23 and 24, Township 1 South, Range 8 West, as shown by the plat recorded in plat book 3, pages 38 and 39 in the office of the Chancery Clerk of said County.

This deed of trust is in the nature of a 2nd deed of trust on the said property.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

Frank / Alton
Walter R. [unclear]

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STATE OF MISSISSIPPI

COUNTY OF DE SOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named FRANK J. GLASS and CYNTHIA R. GLASS

who severally acknowledged that THEY signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 19th day of MARCH, 1975



R. B. Bridgforth
Notary Public
My Commission expires 9-25-78

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ and _____

who severally acknowledged that they are _____ and _____ respectively of _____ a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the _____ day of _____, 19____

Notary Public
My Commission expires _____

LAND
Deed of Trust

FROM _____ TO _____

STATE OF MISSISSIPPI } Chancery Court
De Soto County.

I certify that this Deed of Trust was filed for record in my office at 10:45 o'clock A. M., on the 26 day of MARCH, 1975 and was duly recorded the _____ day of _____, 19____ on page _____ in my office. Witness my hand and seal of office this _____ day of _____, 19____.

Chancery Clerk
D. C.

5.00 PD
3011 B
P. Power

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 26 day of MARCH 1975, and that the same has been recorded in Book 184 Page 233 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of MARCH 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECEIVED IN BOOK

276 PAGE 124
THIS 25 DAY OF Aug. 19 81

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST WITH ASSIGNMENT OF RENTS

BENEFICIARY:
AVCO FINANCIAL SERVICES of Tenn, Inc

GRANTOR(S):		ACCOUNT NUMBER 17223	THIS TRUST DEED PREPARED BY BENEFICIARY	
LAST NAME Hall	FIRST Bernan William	INITIAL Jr.	SPOUSE'S NAME Nancy F.	
MAILING ADDRESS 6925 Camelot Rd.		CITY STATE ZIP Horn Lake, Miss.		

3405 Summer Ave.
Memphis, Tennessee

THIS DEED OF TRUST, made this 17th day of March, 1975, between Bernan William Hall, Jr. and Nancy F. Hall as GRANTOR(S) whose address is stated above, John Campbell, Attorney, as TRUSTEE, and Avco Financial Services of Tenn., Inc. as BENEFICIARY.

WITNESSETH: That Grantor for valuable consideration has this day bargained and sold, and does hereby transfer and convey to Trustee and its successors in trust, that certain property in the State of Tennessee, Shelby County, described as follows, to wit:

Lot 180, Sec. A in Desoto Village Subdivision on Sec. 34, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 7, pages 9-14 in the office of the Chancery Clerk of said County and being more particularly described as:
Beginning: at a point in the westerly line of Camelot Road at the southeast corner of Lot 146 of said subdivision; thence southwardly 105.7 feet to the southerly curb line of Eastbrook Drive produced; thence southwardly along the westerly line of Camelot Road 65 feet to a point at the northeast corner of Lot 181 of said subdivision; thence westwardly 170.6 feet to a point at the northwest corner of said Lot 181; thence northwardly 33 feet to a point at the northeast corner of Lot 115 of said subdivision; thence northeastwardly 40.52 feet to a point at the southeast corner of said Lot 116; thence eastwardly 105.27 feet to the point of beginning.

Together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to Trustee and his heirs, executors, administrators, successors and assigns forever, upon the trusts and for the uses and purposes following, and none other:

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note dated 3-17-75, and having its maturity date on 3-17-78, or as extended, deferred or rescheduled by renewal or refinancing herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is hereby made; (3) Payment of any additional advances not exceeding, and this Deed Of Trust shall not secure more than, the aggregate sum of \$ 8376.00, as may be hereafter loaned by Beneficiary to Grantor, or any of them. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Grantor, or any of them, to Beneficiary, and any present or future demands of any kind or nature which the Beneficiary or its successors may have against the Grantor, or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Deed Of Trust.

All payments made by Grantor(s) on the said Promissory Note or this Deed Of Trust shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of interest due on said loan. THIRD: To the payment of principal.

Payments made upon any Installment Investment Certificate given as security for said Promissory Note, shall not be considered payments made upon said Promissory Note.

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TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against fire and such other casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof, and procure and deliver to Beneficiary ten (10) days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor(s) to Beneficiary, or at Beneficiary's option, may be added to the amount of said principal debt as a part thereof with interest from the time of said payment at the highest rate allowed by law, and shall with interest, be covered by the security of this Deed of Trust. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises; to complete within one hundred eighty days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Promissory Note and this Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid. (6) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that he does hereby forever WARRANT and will forever DEFEND the title and possession thereof against the lawful claims of any and all persons whatsoever. (7) Not to sell, encumber, or otherwise dispose of the property or place any lien or give any Mortgage upon said property, without written consent of the Beneficiary. (8) If the Promissory Note secured hereby, is also secured by an Installment Investment Certificate, he will pay promptly the installments required thereby, in full compliance with the terms of said Installment Investment Certificate.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or any payment or payments of said Investment Certificate are not paid when due, or upon sale, encumbrance or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Beneficiary. (2) In the event of such default, Trustee, or its successors in trust, or assigns, is hereby empowered and authorized upon the request of Beneficiary, to sell the same at public auction, to the highest and best bidder, for cash, in bar of all equities of redemption, homestead, dower, and all other rights of exemptions of every kind, of the Grantor(s) in accordance with section 35-501 of the Tennessee code annotated, as amended. Grantor(s) hereby waive(s) the necessity of said Trustee, or successors in trust, or assigns, making oath, filing inventory, or giving bond as security for the execution of this trust. Beneficiary may bid at any sale under this conveyance. In case of the sale of said land and premises under this Deed of Trust, the proceeds shall be applied by the Trustee as follows: First, to the payment of the costs and expenses of executing this trust, including a five per cent commission to the Trustee, and any and all sums the Beneficiary, or assigns, or the Trustee, may have expended or become liable for on account of the cost of litigation, attorney's fees, taxes, insurance premiums, or any advances made, or expenses incurred on account of the aforesaid property, with interest thereon; Second, to the payment of said note and interest, or any balance due thereon in full; Third, the balance the Trustee will hold subject to the order of Grantor. (3) Beneficiary may appoint a successor trustee at any time by filing for record in the mortgage records of each county in which said Deed of Trust is recorded, a Substitution of Trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. (4) Grantor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale immediately after such sale. In the event such possession has not previously been surrendered by Grantor(s), and upon failure to vacate, Grantor(s) shall pay to the purchaser the reasonable rental value of the premises or at purchaser's option, may be summarily dispossessed in accordance with the law applicable to tenant's holding over. (5) If said note and interest be paid when due, and the agreements herein provided by faithfully performed, and nothing is owing under the provisions of this Deed, then this conveyance ceases and becomes null and void, and release and satisfaction thereof will be made at the cost of the Grantor. (6) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor. (7) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained. (8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this day and year first above written.

Signed sealed and delivered in the presence of:
Berman William Haeff (SEAL) Grantor-Borrower
[Signature] (SEAL) Grantor-Borrower

STATE OF TENNESSEE, COUNTY OF Shelby

Personally appeared before me, Dianna Bogg, a Notary Public in and for said County and State, the within named Berman William Haeff and Nancy Haeff the bargainor, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 3405 Summer Ave Memphis, this 17th day of March, 1975.

My Commission Expires EX. COMMISSION EXPIRES JUNE 11, 1977
Dianna Bogg
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 26 day of March 1975, and that the same has been recorded in Book 184 Page 237 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of March 1975.

Fee 3.50
H. P. Ferguson CLERK

STATE OF MISSISSIPPI

COUNTY OF Desoto

ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST executed this 17th day of December, 1973, by and between COLONIAL SAVINGS & LOAN, a Mississippi corporation, called ASSIGNOR, and BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, called ASSIGNEE,

FOR VALUE RECEIVED, the within instrument is hereby transferred, assigned and conveyed to Assignee, together with the property described therein and the debt secured thereby, said instrument being recorded in the records of the Office of the Chancery Clerk of Desoto County, Mississippi, and duly identified as follows:

ORIGINAL MORTGAGE	Date of Mortgage (Date of Trust)	Book No.	Page No.
Alexander, Willie and Alice L.	23rd October 1962	67	11

IN WITNESS WHEREOF, the undersigned has caused this assignment through its Vice President, and has caused its corporate seal to be thereunto affixed.



COLONIAL SAVINGS & LOAN

By: Kenneth S. Pace, Jr.
Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Kenneth S. Pace, Jr. the Vice President of COLONIAL SAVINGS & LOAN, who acknowledged that he signed and delivered the above and foregoing instrument, having been first authorized to do so, as and for the act and deed of COLONIAL SAVINGS & LOAN.



GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the 17th day of December, 1973.

Nancy W. Labell
Notary Public

My Commission Expires: March 23, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. on the 26 day of March 1975, and that the same has been recorded in Book 184 page 239 of REAL ESTATE TRUST DEEDS

26 March 1975.

H. B. Ferguson

2.50

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank, Southaven, Mississippi
of DeSoto County the beneficiary, does hereby certify that a certain trust deed
bearing date the 1st day of March 19 74, made and executed by Ernest L. McCall &
wife, Blanche McCall of Olive Branch, Mississippi to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County
County, in the State of Mississippi in Real Estate Trust Deed Record No. 172 on page 52
of the Record of Trust Deeds, on the 5th day of March, A. D. 19 74 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

First National Bank

By: Gerald R. Taylor
Assistant Vice President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Bonnie J. Ingram
in and for County and State aforesaid, Gerald R. Taylor, A.V.P. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 25th day of March A. D. 19 75

Bonnie J. Ingram
Bonnie J. Ingram

5-2-77 My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 26 day of March 1975, and that the same has been
recorded in Book 184 Page 240 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 26 day of March 1975.

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H. P. Ferguson CLERK

H. J. Ferguson
CHANCERY CLERK

216853 21

FORM NO. 1561 REV. 3/74

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO

WHEREAS,

JOE W. REED AND WANDA F. REED

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

THIRTY THREE THOUSAND AND NO/100 DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF April 2000

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

JOE W. REED AND WIFE, WANDA F. REED

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSOTO COUNTY, MISSISSIPPI, TO-WIT: DESCRIPTION ATTACHED

Part of the Northwest Quarter of Section 2, Township 3 South Range 8 West, DeSoto County, Mississippi, more particularly described as: COMMENCING at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Said Section 2; thence south 89° 00' East 420.95 feet along the south line of the Northwest Quarter of said section to the point of beginning of said tract; thence North 01° 00' East 626.00 feet to a concrete marker; thence North 89° 00' West 423.27 feet to a concrete marker; thence north 00° 47' 23" East 659.07 feet to a point; thence North 89° 43' 09" East 1,307.43 feet to a point; thence South 00° 14' 12" West 814.48 feet to a concrete monument; thence North 89° 00' West 832.30 feet to a concrete monument; thence south 01° 00' West 500.00 feet to a point; thence North 89° 00' West 60.00 feet to the point of beginning.

The foregoing description is attached to and made a part of that certain mortgage executed by JOE W. REED et al., dated JANUARY 2, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 33,000.00

Joe W. Reed
Signed for Identification

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ENLIVEN THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THERewith.
11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY, IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.
14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING; THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE; AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 898, MISSISSIPPI CODE OF 1942, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED: (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 2nd DAY OF JANUARY, 19 75

Joe W. Reed
Wanda F. Reed

STATE OF MISSISSIPPI }
COUNTY OF DeSOTO }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

JOE W. REED AND WIFE, WANDA F. REED

WHO ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 30th DAY OF March, 19 75



Robert L. [Signature]
Notary Public
(OFFICIAL CAPACITY)

STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT _____ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 19 _____

(SEAL) _____
MY COMMISSION EXPIRES _____ (OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 26 day of March, 1975, and that the same has been recorded in Book 184 Page 241 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of March, 1975.

Fee 5.00

H. P. Ferguson, CLERK

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

Desoto COUNTY
Hernando, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by Willie Alexander and wife, Alice L. Alexander

to James E. Houston, Trustee for Wallace E. Johnson Hardware Company, Inc.
Beneficiary, date 23rd Oct.
19 62, and duly recorded in Book 67 at Page(s) 11
of your records.

WITNESS the signature of the corporation, this the 26th day
of February, A.D., 1975.



BANKERS TRUST SAVINGS & LOAN ASSOCIATION

BY: W.S. Weems
W. S. Weems, Senior Vice President

ATTEST:
Mary Keen
Mary Keen, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems and Mary Keen, known to me to be the Senior Vice President, and Assistant Vice President, respectively, of the within named Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 26th day of February, A.D., 1975.

Dancy W. White
NOTARY PUBLIC

My commission expires:

March 23, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. on 26 day of March 1975, and that the same has been
recorded in Book 184 - 244 records of REAL ESTATE TRUST DEEDS

26 March 1975.

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H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
294 PAGE 193
THIS 17 DAY OF March 1983
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this day of March 21, 1975, among the Grantor, -----ALBERT B. HEDLESTON and wife, EDWINA S. HEDLESTON----- (herein "Borrower"), STUART ROBINSON----- (herein "Trustee"), and the Beneficiary, ---BANKERS TRUST SAVINGS AND LOAN ASSOCIATION---, a corporation organized and existing under the laws of ---the State of Mississippi---, whose address is Post Office Box 918, Jackson, Mississippi 39205----- (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of -----DeSoto-----, State of Mississippi:

Lot 1171, Section "F" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of ~~Thirty-Seven Thousand Nine Hundred Dollars~~ with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ---April 1, 2005---; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recording hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

In WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Albert B. Hedleston
Albert B. Hedleston —Borrower

Edwina S. Hedleston
Edwina S. Hedleston —Borrower

2458 Southwick Drive
Southaven, Mississippi 38671
Property Address



STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Albert B. Hedleston and wife, Edwina S. Hedleston who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 21 day of MAY, A.D., 1975.

My Commission expires:

D.B. Bridgforth
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 26 day of March 1975, and that the same has been recorded in Book 184 Page 245 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of March 1975.

Fees 5.00 pd.

SEAL: H. P. Ferguson, CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 3

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, March 24 ^(Date), 1975
by and between the undersigned Marvin St. John and wife, Lillie L. St. John
residing in DeSoto County, Mississippi, whose post office
address is Route 2, Box 257D, Byhalia, Mississippi 38611
grantor(s), herein called "Borrower," and Aaron Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>March 24, 1975</u>	<u>\$10,000.00</u>	<u>5%</u>	<u>March 24, 1980</u>

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the debt; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following described property situated in the State of Mississippi, County(ies) of

DeSoto

Property lying and being situated in DeSoto County, Mississippi being more particularly described as follows, to wit: 4.2 acres more or less situated in Section 33, Township 3, Range 5 being more particularly described as COMMENCING at the Northeast Corner of the Southeast Quarter of Section 33, Township 3 South, Range 5 West; thence run Westwardly along a county road 909.8 feet to the point of beginning; thence from said point of beginning run South 48° 0' West 423.6 feet; thence South 22° 10' West 341.8 feet; thence West 131.5 feet; thence North 590 feet to the Langston South line; thence North 89° 0' East along said South line 575.4 feet to the point of beginning, containing 4.2 acres, more or less, subject to sub-division and zoning regulations in effect in DeSoto County, Mississippi and

rights of ways and easements for public roads and public utilities and any encroachments or easements that might be shown by a current, FmHA 427-1 MS (Rev. 5-14-74)
accurate survey and further subject to first lien deed of trust to Federal Land Bank of New Orleans recorded in Trust Deed Book 169, Page 229, DeSoto County, Mississippi.

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together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

Chase Int. Co.
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
 Real Estate T/D BOOK.
 NO. 1393 PAGE 717
 THIS THE 15th DAY OF October 2001.
 W. E. Davis
 CHANCERY CLERK
 by B. Stankays

Assignment of this instrument recorded in:
 Real Estate T/D Book
 No. 189 Page 25
 This the 8 day of Aug. 1975
 H. S. Ferguson Clerk

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VA Form 26-6222 (Home Loan)
 Revised January 1974. Use Op-
 tional Section 1810, Title 38,
 U.S.C. Acceptable to Federal
 National Mortgage Association.

MISSISSIPPI RECORDED IN BOOK

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 21st day of March, 1975, by and between Walker Stanley Morgan and wife, Deborah Elaine Morgan

2010
 16th
 W. E. Davis
 by B. Stankays
 457
 June 2004
 CLERK

, hereinafter called the Grantor;
 C. L. Oates, hereinafter called the Trustee, and

Attempted
 Real Estate T/D BOOK
 1386
 27th
 W. E. Davis
 by B. Stankays
 128
 Sept. 2001
 CHANCERY CLERK

Wortman & Mann, Inc., a corporation organized and existing under the laws of The State of Mississippi, having its principal office and post-office address at 444 North State Street, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 796, Section C of Southaven Subdivision, Southaven, DeSoto County, Mississippi, more particularly described as follows:

Lot 796, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book No. 2, Pages 19, 20, 21 and 22 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or part of the purchase price of the property described above.

Should the Veterans Administration fail or refuse to issue its guaranty in the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, or the full amount guaranteed upon by the Veterans Administration, which date from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

ncs

Magna Inty Company
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
 Real Estate T/D BOOK.
 NO. 970 PAGE 487
 THIS THE 17 DAY OF Feb. 19 98
 W. E. Davis
 CHANCERY CLERK
 Durkew Davis DC

Magnolia Fed Bank for Savings
 Assignment of this instrument recorded in
 Real Estate T/D Book
 No. 510 Page 581
 This the 12th day of June 19 90
 W. E. Davis
 Clerk
 by S. Taylor, D.C.

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To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Thousand and No/100-----Dollars (\$ 20,000.00), with interest from date at the rate of Eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street in Jackson, Mississippi

100-----Dollars (\$ 146.80), commencing on the first day of May, 19 75 , and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2005, ~~100~~

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

Walker Stanley Morgan
Walker Stanley Morgan

Deborah Elaine Morgan
Deborah Elaine Morgan

STATE OF MISSISSIPPI
COUNTY OF Desoto } ss:

Personally appeared before me *Martha M. Still*, the undersigned authority in and for said County, the within named Walker Stanley Morgan and Deborah Elaine Morgan, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25th day of March, 1975.



Martha M. Still
Notary Public May 2, 1978

My Commission Expires: May 3, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 26 day of March 1975, and that the same has been recorded in Book 184 Page 253 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of March 1975.

Fees \$ 5.00 pd.

REAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 738
THIS 30 DAY OF March 1977
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Charles H. Menne, et ux,
Grantors
To { DEED OF TRUST
W.E. Wilroy, Trustee for
Charles (Jack) Walton, et
ux,
Beneficiary

THIS INDENTURE, Made this 25 day of March 1975
between Charles H. Menne and wife, Carol Menne, parties

and Charles (Jack) Walton and wife, Dovie Walton, parties of the first part,
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Eleven thousand dollars (\$11,000.00) evidenced by their one promissory note of like amount and even date herewith bearing interest at the rate of 8% per annum from maturity, repayable in 11 monthly installments of \$1,000.00 each, with the first monthly installment being due and payable on or before May 1, 1975, and one installment is due and payable on or before the 1st day of each consecutive succeeding month thereafter until all installments are paid.

and my factors amount that the party of the second part may forfeit the party of the first part the sum of One Dollar to the part ies of the first part, having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, said of the sum of One Dollar to the part ies of the first part paid by W.E. Wilroy Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that grow on lands and all the crops of every kind to be grown by the said party of the second part, whether as husband or tenant or otherwise, during the year 1975 on the land that is described as follows, to wit: to be cultivated, as husband or tenant and all farming implements of every kind and

Beginning at a point which is 332 feet east of the southwest corner of the southwest quarter of Section 18, Township 3, Range 8 West, same point being the point of beginning. From said point of beginning, run thence North 5° 30' west 420 feet to a point, thence North 85° 15' East 210 feet to a point, thence south 5° 30' east 420 feet to a point on the section line, thence South 85° 15' west 210 feet along south line of said section to point of beginning. Containing 2 acres, more or less.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed by parties of the first part that failure to pay any installment when due matures the entire indebtedness and the trustee or substitute trustee is authorized to foreclose this Trust Deed

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this Trust Deed.

This trust deed is second, junior, and inferior to that certain trust deed of date July 8, 1964, and of record in Book 77, Page 323 of the real estate trust deed records of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, encumbered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the day of AS aforesaid, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part, their assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Charles H. Menne
Carol Menne

STATE OF MISSISSIPPI, DESOTO COUNTY, the undersigned authority
Personally appeared before me Charles H. Menne and wife, Carol Menne of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 25th day of March 1975
MY COMMISSION EXPIRES: 8-11-76 (SEAL) By: Lyle B. Daniels Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named

subscribed thereto, sign and deliver the same to the said Trustee, that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DESOTO COUNTY.
I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 26 day of March 1975, and that the same has been recorded in Book 184 Page 257 records of REAL ESTATE TRUST DEEDS

H. P. Ferguson CLERK
260 DAY OF March 1975.
250

258

This instrument prepared by
Helen G. Emmons, Attorney at Law
3610 Park Avenue
Memphis, Tennessee 38111

Please record & return to same

A S S I G N M E N T

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned hereby transfer, set over and assign to Erwin L. King all their right, title and interest in the promissory note indebtedness dated March 12, 1974, executed by Alene Sullivan, in the principal amount of \$1,874.32, together with interest thereon from March 12, 1975 accruing at the rate of 7% per annum, payable to Linda Fay Wallace, Brenda Kay Wallace, Sarah A. Wallace and Marvin A. Wallace, and secured by the lien of a Deed of Trust of record in Trust Deed Book 172, Page 329, in the Chancery Clerk's Office of DeSoto County, Mississippi.

The undersigned further transfer and assign to Erwin L. King the lien of and/or any right, title or interest they may have under and by virtue of said Deed of Trust of record in Trust Deed Book 172, Page 329, in the Chancery Clerk's Office of DeSoto County, Mississippi.

WITNESS the signatures of the undersigned, the beneficiaries in said Note and Deed of Trust above described, this the 15th day of March, 1975.

Linda Fay Wallace
Linda Fay Wallace

Marvin A. Wallace
Marvin A. Wallace

Brenda Kay Wallace
Brenda Kay Wallace

Sarah A. Wallace
Sarah A. Wallace

STATE OF TENNESSEE

COUNTY OF SHELBY

On this 15th day of March, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Linda Fay Wallace, Brenda Kay Wallace, Marvin A. Wallace and Sarah A. Wallace, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and further that said instrument was this date delivered to the said Erwin L. King.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires June 15, 1976

John B. [Signature]
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. 26 day of March 1975, and that the same has been recorded in Book 184 258 records of REAL ESTATE TRUST DEEDS

26 March 1975

258

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

209 PAGE 309
THIS 15 DAY OF March 1977

J. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

209 PAGE 138
THIS 9 DAY OF March 1977

J. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
CHARLES E. TOMLINSON and wife, MAJELL L. TOMLINSON,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FIVE THOUSAND ONE HUNDRED NINETY-TWO AND NO/100-----DOLLARS (\$ 5,192.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of nine (9) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in thirty-five (35) monthly installments of principal and interest in the amount of ONE HUNDRED FORTY-FOUR AND 22/100 DOLLARS (\$144.22) each, and the thirty-sixth (36th) and final monthly installment of principal and interest in the amount of ONE HUNDRED FORTY-FOUR AND 30/100 DOLLARS (\$144.30), with the first of said monthly installments being due and payable on or before April 15, 1975, and one of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Thirty-Five (35), Township One (1) South, Range Eight (8) West, State of Mississippi, and more particularly described as follows, to-wit:

Lot No. 1, in Section A, Hopper's Country Acres Subdivision in Section 35, Township 1 South, Range 8 West as shown by the Plat in Plat Book 3, Page 11 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of March 1975

Charles E. Tomlinson
CHARLES E. TOMLINSON

Majell L. Tomlinson
MAJELL L. TOMLINSON

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES E. TOMLINSON and wife, MAJELL L. TOMLINSON, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 26th day of March, 1975.

My Commission Expires: *My Commission Expires May 6, 1974*
Jane McLenore Elder
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
10 P. 26 184 259 of March 1975, and that the same has been
RECORDED IN REAL ESTATE TRUST DEEDS

28 March 1975.
H. P. Ferguson

5.00

TRUST DEED

THIS INDENTURE, made this the 20th day of March, 1975, between DEXTER C. ROBBINS and wife, PEGGY SUE ROBBINS, Party of the First Part, and SECURITY BANK OF SOUTHAVEN, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Three Thousand Six Hundred Sixty-Nine and 84/100 Dollars (\$3,669.84), which includes principal and interest, repayable in 36 equal monthly installments of \$101.94 each, beginning April 15, 1975, and due the 15th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 186, Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein oncfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 20th day of March, 1975.

Dexter C. Robbins
Dexter C. Robbins
Peggy Sue Robbins
Peggy Sue Robbins

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Dexter C. Robbins and Peggy Sue Robbins, who did acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 20th day of March, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1976

Bessie M. Braswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 A. 27 March 1975, and that the same has been recorded in Book 184 262 of ESTATE TRUST DEEDS

28 March 1975

H. P. Ferguson

2.50

262

CANCELLED BY AUTHORITY RECORDED IN THIS PAGE 44 DAY OF 03 1975 CHANCERY CLERK

Prepared by
Jack H. Patrick, Vice Pres.
Commercial & Industrial Bank,
Memphis, Tennessee.

This Indenture, made by and between Herbert C. Hudson and wife, Brenda S. Hudson, parties

party of the first part, Jack H. Patrick party of the second part, as Trustee; and
COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 614, Section F, Carriage Hills Subdiyision, in Section 24, Township 1 South, Range 8, West, as per plat thereof recorded in Plat Book 6, Page 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$ 10,000.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date for TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) payable to COMMERCIAL AND INDUSTRIAL BANK on demand with interest at the Maximum legal rate per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 25 day of March, 1975
Herbert C. Hudson
Herbert C. Hudson
Brenda S. Hudson
Brenda S. Hudson

CANCELLED BY AUTHORITY RECORDED IN BOOK
211 PAGE 458
THIS 12 DAY OF May 1977
H. H. Ferguson
CHANCERY CLERK

STATE OF Tennessee
 COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Herbert C. Hudson and Branda S. Hudson

who acknowledged that to be signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 25 day of March 1975

Jack H. Petrucci
 Notary Public

MY COMMISSION EXPIRES MAR. 8, 1978

Divisional Offices
 100 North Main Building
 P.O. Box 3073
 Memphis, Tennessee 38103
 Phone (901) 325-0343

DEED

and wife,
 parties
 OF Trustee
Strigal Bank - P.O. Box 107
Memphis 38101

Notary Public
 I hereby certify that the
 filed for record in my
March
 A.M., and has been
 of Record
 seal, this
 19
 Clerk
 only guaranteed
 state title losses.

3.00 bill

STATE OF MISSISSIPPI, DEBOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 27 day of March 1975, and that the same has been recorded in Book 184 Page 263 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of March 1975.

Fees \$ 3.00 pd.

H. P. Ferguson CLERK

265
CANCELLED BY AUTHORITY RECORDED IN BOOK
241
PAGE 26 DAY OF April 1978
CHANCERY CLERK

This instrument was prepared by
Jack H. Patrick, Vice Pres.,
Commercial & Industrial Bank,
Memphis, Tennessee.

This Indenture, made by and between Earnest L. Graham and wife, Lillie Graham, parties

party of the first part, Jack H. Patrick party of the second part, as Trustee; and
COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 1450, Section D of Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 3, Pages 25 and 26, in the office of the Chancery Clerk of DeSoto County, Mississippi

This conveyance is made in trust, however, to secure the payment of \$ 10,000.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date for TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) payable to COMMERCIAL AND INDUSTRIAL BANK on demand with interest at the maximum legal rate per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 25 day of March, 1975

Earnest L. Graham
Earnest L. Graham
Lillie Graham
Lillie Graham

266

STATE OF Tennessee
 COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Earnest L. Graham

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as a voluntary act and deed.

Given under my hand and seal this the 25 day of March 1975

Jack H. Dostal
 Notary Public

COMMISSION EXPIRES JAN. 9, 1978

Divisional Offices
 2 North Main Building
 P.O. Box 2073
 Memphis, Tennessee 38103
 Phone (901) 325-0343

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 27 day of March 1975, and that the same has been recorded in Book 184 Page 265 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of March 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

W. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of March, 1975, among the Grantor, Julian E. Tetterton and wife, Jacqueline G. Tetterton

Tom B. Scott, Jr. (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, Unifirst Federal Savings & Loan Association of Jackson, a corporation organized and existing under the laws of Mississippi, whose address is P. O. Box 1818, Jackson, Mississippi 39205 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 20, Section A, Pleasant Hill Estates East Subdivision, in Section 7, Township 2, Range 6 West, as per plat thereof recorded in plat book 113, page 302, in the office of the Chancery Clerk, DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-five thousand and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, upon demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Julian E. Tetterton -Borrower
Jacqueline G. Tetterton -Borrower

1511 Rolling Hills Dr.
Olive Branch, Mississippi 38654
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY SS:
I, Personally appeared before me, the undersigned authority, for said County and State, the within named Julian E. Tetterton and wife Jacqueline G. Tetterton who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the 24th day of March, A.D., 1975.
My Commission expires: 9-25-78
B. Bridgforth
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock and no minutes A. M. 27

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 27 day of March 1975, and that the same has been recorded in Book 184 page 267 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of March 1975.
Fee: 5.00
H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
187 PAGE 113
THIS 23 DAY OF June 1975
H.B. Furman

271

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
Robert L. Durham and wife, Shelby Ridings Durham
of the first part, hereinafter designated as the Grantor,
James E. Woods, Trustee, of the second part, hereinafter designated as Trustee, and
Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Twenty Two Thousand and No/100-----DOLLARS
(\$ 22,000.00) evidenced by 1 promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10%) per centum per annum ~~after~~
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:
Due and payable on or before the 18th day of August, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DeSoto
State of Mississippi, and more particularly described as follows, to-wit:
Lot 19, Germantown Manor Subdivision, Section "B" situated in Section 21, Township
1 South, Range 6 West, DeSoto County, Mississippi as appears of record in Plat
Book 9, Pages 27 and 28 in the office of the Chancery Clerk, DeSoto County, Miss-
issippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 558 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of March 1975.

Robert L. Durham
Robert L. Durham
Shelby Ridings Durham
Shelby Ridings Durham

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Robert L. Durham and wife, Shelby Ridings Durham who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of March, 1975.
My Commission Expires: 11/1/76
John P. Ferguson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. 27 day of March 1975, and that the same has been recorded in book 184 page 271 records of REAL ESTATE TRUST DEEDS

5.00

28 March 1975.
John P. Ferguson

274

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of April 19 74 made and executed by Carl A. Davis, and
wife, Shirley W. Davis, of DeSoto County to William W. Ballard,
Trustee for
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 173 on page 382
of the Record of Trust Deeds, on the 5th day of April A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 21st day of March, 1975.

THE HERNANDO BANK
By: [Signature]
A. S. BALLARD, JR. President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid, A. S. BALLARD, JR. - President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of
THE HERNANDO BANK, being first duly authorized and empowered by said Bank to so do.
Given under my hand and seal of office this 26th day of March A. D. 19 75

My Commission Expires Jan. 7, 1978

[Signature]

NOTARY PUBLIC

LAWRENCE-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock
10 minutes P. M. 26 day of March 1975, and that the same has been
recorded in Book 184 Page 277 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 28 day of March 1975.

2.50

[Signature]
CLERK

Assignment of this Instrument Recorded
Real Estate T.D. No. 202
No. 202
This instrument is dated July 19 76
H.P. Ferguson

FOR REAL ESTATE, CHATTEL OR BOTH

Spencer Ray Lee, et ux

To { DEED OF TRUST

Stanley L. Wender and Sidney M. Katz, Trustees

THIS INDENTURE, Made this 7th day of March, 19 75
between Spencer Ray Lee and wife, Nelda Ann Lee

of the first part, and Stanley L. Wender and Sidney M. Katz, Trustees, of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Five Thousand Four Hundred Fifty Dollars (\$5,450.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 168 equal amortized monthly installments of \$60.41 each, first of said installments due April 1, 1975 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to reduction of principal

and any further amount that the party of the second part may hereinafter be indebted to the party of the first part during the year 1975, not to exceed the amount of the sum of One Dollar to the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvak Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that grow on-hand and all the crops of every kind to be grown by said family or any hands working with or under either as landlord or tenant or otherwise, during the year 1975, on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

Lot 328, Section D, DeSoto Woods Subdivision as appears on the plat recorded in the Chancery Clerk's Office in Plat Book 10, page 39 in Section 1, Township 2, Range 8.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Parties of the first part agree that taxes and insurance may be escrowed with each monthly payment.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 1975 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature Spencer Ray Lee the date written above.
Nelda Ann Lee
Witness _____

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Spencer Ray Lee and wife, Nelda Ann Lee

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 7th day of March, 19 75
(SEAL) H. P. Ferguson Clerk
My Commission Expires: _____ By H. P. Ferguson Notary Public, D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named _____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named _____ subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 27 day of March, 1975, and that the same has been recorded in Book 184 Page 275 records of REAL ESTATE TRUST DEEDS of said County.

Witnessed and signed by me this 28 day of March, 1975.

2.50
H. P. Ferguson CLERK

276

Paid, Satisfied and Cancelled
This 19 day of April 19 76

Attest
Chancery

Jerry Dean Duncan, et ux,
Grantors
To DEED OF TRUST
W.E. Wilroy, Trustee for
Charles Hughes Poag, et ux,
Beneficiaries

FOR REAL ESTATE, CHATTEL OR BOTH

THIS INDENTURE, Made this 27 day of March 1975
between Jerry Dean Duncan and wife, Melba Poag Duncan, parties

of the first part,
and Charles Hughes Poag & wife, Jewell R. Poag, or survivor,
of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties of the second part in the sum of Two thousand one hundred fifty one & 25/100 dollars (\$2,151.25) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 8% per annum from date, due and payable on or before March 27, 1976.

and any further amount that the party of the second part may furnish the party of the first part during the year 1976, not to exceed... and the parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by W.E. Wilroy, Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... on-hand and all the crops of every kind to be grown by... and family; in any lands working with or under... either as landlord or tenant or otherwise, during the year 1976, on the land that... may cultivate, or cause to be cultivated, as landlord or tenant and all... farming implements of every kind and

3 acres, more or less, in the south half of Section 17, Township 2, Range 7 West, described as BEGINNING at a point 2886 feet east of the southwest corner of said Section; thence North 5° 30' west 537.9 feet; thence north 5° 32' east 244.6 feet; thence south 5° 30' east 537.9 feet; thence south 85° 32' west 243 feet to the point of beginning and containing 3 acres, more or less, and being a part of the same lands conveyed to the Grantors herein by deed dated February 25, 1967, and of record in Deed Book 78, Page 349 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This trust deed is second, junior, and inferior to that certain trust deed recorded in Book 145, Page 629.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the date as aforesaid then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Witness Jerry Dean Duncan
Melba Poag Duncan

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Jerry Dean Duncan and wife, Melba Poag Duncan

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 27th day of March 1975

MY COMMISSION EXPIRES: (SEAL) By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said on the day and year therein named.

40 P. 184 27 276 March 28 1975
H. B. Ferguson
250

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, B. O. Box 399,
of Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed
bearing date the 12 day of January 1973, made and executed by Charles A. Anthony and
Bessie L. Anthony of Byhalia, Miss 38611 to Peoples Bank & Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 79 on page 457-59
of the Record of Trust Deeds, on the 25 day of January A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss.
Janice C. Payne, Ass't. Cashier

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public
in and for County and State aforesaid, Janice C. Payne, Ass't. Cashier who acknowledged that he signed and
Peoples Bank and Trust
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 25th day of March A. D. 1975



Aurelia B. Jones
Notary Public

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 27 day of March 1975, and that the same has been
recorded in Book 184 Page 277 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of March 1975.

Fee \$ 2.50

H. P. Ferguson CLERK

all right

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 5th day of March 19 70 made and executed by Flora Routh
of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 116 on page 106
of the Record of Trust Deeds, on the 12th day of March, A. D. 19 70, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 27th day of March, 19 75.

THE HERNANDO BANK
[Signature]
By: A. S. Ballard, Jr., Pres.

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 27th day of March, A. D. 19 75

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 28 day of March 1975, and that the same has been
recorded in Book 184 Page 278 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of March 1975.

Fee: 2.50

[Signature]
H. P. Ferguson, CLERK

o/r
pt.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of September 19 71, made and executed by William L. Singletary and
wife, Sheila B. Singletary of _____, to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 133 on page 195
of the Record of Trust Deeds, on the 20th day of September, A. D. 1971, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 20th day of March, 1975.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., Pres.

STATE OF MISSISSIPPI, }
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 27th day of March, A. D. 1975

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LAWRENCE-GREENWOOD 17744

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 28 day of March 1975, and that the same has been
recorded in Book 184 Page 279 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of March 1975.

Fee: 2.50

[Signature]
H. P. Ferguson, CLERK

6/11/75

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 7th day of December 19 73, made and executed by Ernest A. Womack, Jr.
and wife, Doris Womack of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 169 on page 180
of the Record of Trust Deeds, on the 11th day of December, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 27th day of March, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., Pres.

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 27th day of March, A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 57544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 28 day of March 1975, and that the same has been
recorded in Book 184 Page 280 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 28 day of March 1975.

2.50

H. P. Ferguson CLERK

2019
 Partial Release of this Instrument Recorded in
 Deed Estate TID Book 281
 No. 189 Page 227
 This 14 day of June 19 75
 H. B. Ferguson Clerk

Deed of Trust

To

UNION PLANTERS NATIONAL BANK
 MEMPHIS, TENNESSEE

THIS DEED OF TRUST, Made and entered into this the 5th day of December, 1974
 by and between E. L. McKenzie and William W. Long

of the first part, hereinafter designated as the GRANTORS; Dudley B. Bridgforth, Jr.
 Trustee of the second part, hereinafter designated as TRUSTEE; and Union Planters National Bank
 of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Ninety Five Thousand Two Hundred Dollars and no/100----- DOLLARS
 (\$ 95,200.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
 to-wit:

On demand, or if demand is not sooner made, then on or before December 5,
 1975.

said note bearing interest from 12-5-74 at the rate of 11 1/4 per centum per annum, and providing
 for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically
 described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors
 this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey
 and warrant unto the said Trustee, the following described land and property, together with all the hereditaments
 and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used
 in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating
 apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, there-
 upon situated and thereunto belonging, lying and being situated in the City or Town of _____
 District of _____ County, State of Mississippi, and more particularly described
 as follows, to-wit:

Lots 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 18 and 19, Hickory Hollow
 Subdivision, Section 16, Township 2, Range 8 West, DeSoto County, Miss-
 issippi as shown by plat appearing of record in Plat Book 13, Pages 6-8, in the
 office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the first part reserve the right to pre-pay all or any part of said in-
 debtedness on or before the due date without kpenalty.

RELEASE CLAUSE
 This Deed of Trust is given on condition that parties of the first part may obtain
 releases of lots from the lien of this instrument upon payment of the sum of
 \$8,700.00 principal for each lot to be released.

CANCELLED BY AUTHORITY RECORDED IN BOOK ✓
195 PAGE 62
 THIS 7 DAY OF Jan 1976
H. B. Ferguson
 CHANCERY CLERK

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.


E. L. McKenzie

William W. Long



STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
E. L. McKenzie and William W. Long

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day
and year therein mentioned.

Given under my hand and official seal, this the 14th day of March, 1975

Joyce B. Ferguson
Notary Public
My Commission expires 12-16-87



STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
_____ and _____

who severally acknowledged that they are _____ and _____ respectively of _____, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the _____ day of _____, 19____

Notary Public
My Commission expires _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 28 day of March 1975, and that the same has been
recorded in Book 184 Page 281 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of March 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
45 minutes A. M. 28
day of March 1975 and that the
same has been recorded in Book No. _____
Page _____ records of _____
Trust Deeds of said County.
Witness my hand and seal this
day of _____ 19____
Clerk

5.00pd

RETURN TO:
W. F. R. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

CANCELLED BY AUTHORITY RECORDED IN BOOK
225 PAGE 730
THIS 26 DAY OF May 1978
J. G. Ferguson
CHANCERY CLERK

LAND DEED OF TRUST

17456

THIS DEED OF TRUST, made and entered into this 21 day of Feb., 1975, by and between Sally Bell
and _____, hereinafter called the Grantor, _____
Eppes, hereinafter called the Trustee, and National Seidng Corp. having his principal office and post office address at
3910 10th Avenue N. Shreve, Mo. hereinafter called the Beneficiary.

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum One thousand forty two Dollars (\$1042.40)
evidenced by promissory note of even date herewith payable to the order of the Beneficiary, at the office of the Beneficiary stated above, or at such other place as the holder may
designate in 36 monthly instalments of \$28.96 commencing on the 21 day of March 1975 and like payments
on the same day of each successive month thereafter until paid in full, together with late charges, court costs, collection expenses, attorney fees, interest after maturity, and all
terms, conditions and stipulations provided for in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing
under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments
and appurtenances therunto appertaining, lying, and being situated in the city or town of Washd., county of Osato,
Mississippi, and more particularly described as follows, to wit: Being a part of Lot No. 27 in said town of Washd.,

Situated in Sec. 26T.2.R.8W commencing at the Northwest corner of said lot:
thence South along the Railroad right of Way 75 feet; thence East 200 feet;
thence North 75 feet; thence West 211 feet to the place of beginning and
further being and described the same land covered by the Northeast
Mississippi Conference of African Methodist Episcopal Church of Neshitt,
Mississippi, by B. J. Johnson, Presiding Elder of Benetobia, District to
S. R. Williams in the Records of Deeds, in Book 32, at page 456,
Records of Warranty Deeds of said County.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturity and otherwise perform all the terms and conditions thereof, this conveyance
shall be void, otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any instalment or part thereof at maturity, or should otherwise fail to perform
any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall
have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county or if there be two judicial districts
in said county, then at the courthouse in the judicial district in which said lands are situated the aforesaid property, after having advertised said sale by publishing notice of the
time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale,
and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of fore-
closure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the
late charges, attorney's fees, court costs and other collection expenses provided in said note, next, the amount remaining owing under the aforesaid note shall be paid to the
Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any regular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises fully insured from loss by fire and explosion, and from such other casualties as may be required by said Beneficiary, its successors and
assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing,
reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof
be then due or not; and that all taxes and other charges including from time to time on said property shall be kept promptly paid, in event of loss Grantor will give immediate
notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and such insurance company contacted is hereby authorized and directed to
make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the
Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event any insurance proceeds
are payable jointly to Grantor and Beneficiary, Grantor hereby authorizes Beneficiary to endorse his name on any such check, draft or money order as his attorney-in-fact. In event
Grantor shall neglect to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option but is not required to, obtain such insurance
and pay all such taxes and other charges, either or all; and all sums of money expended therefore are hereby secured by this deed of trust, and shall be repayable with interest
at the highest lawful contract rate from date of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said
property herein authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in
any suit affecting such title and to employ independent counsel in connection with any suit in which it may be a party by intervention or otherwise, and upon demand Grantor
agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's lien or
rights hereunder, including reasonable fees to the Beneficiary's attorneys, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs,
fees, and expenses. In the event that the deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the perfor-
mance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option,
declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such
extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the
same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for
default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms
hereof. The term "Grantor" as used herein shall include the agents, heirs, assigns, and administrator or executor of each Grantor. In this Deed of Trust, whenever the context
so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in
writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named
Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Bene-
ficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do. If there be more than one
trustee, either or both Trustees may execute the powers conveyed to the trustee under this trust deed.

In witness whereof, the Grantors hereunto set their hands and seals this 21 day of Feb., 1975
Signed in the presence of:
James Rattiff
Clifford Foy
x Sally Bell
x
x

(SEAL)
(SEAL)
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF

GRANTORS ACKNOWLEDGMENT

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named _____ and _____, his _____, who acknowledged that (he)(she)(they) signed and delivered the above and foregoing instrument on the day and year therein named as (his)(her)(their) free and voluntary act and deed.

Given under my hand and official seal, this the _____ day of _____, A.D., 19 _____

(SEAL)

Notary Public

My Commission Expires _____

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF De Soto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, James Ratliff, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath, deposed and saith that he saw the within named Sally Bell and _____, his _____, whose name (is)(are) subscribed thereto, sign and deliver the same to National Lumber Corp. that he, this affiant, subscribed his name thereto as a witness in the presence of the said Sally Bell and _____ his _____ and Clifford Hayes, the other subscribing witness; that he saw Clifford Hayes, the other subscribing witness, subscribe his name as witness thereto in the presence of the said Sally Bell and _____ his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the 21 day of Feb., A.D., 19 75



Shirley A. Morrow
Notary Public

My Commission Expires 7-19-78

TRANSFER AND ASSIGNMENT

Alabama Jefferson County

For value received the undersigned hereby transfers, assigns and conveys unto Finance America Credit Corp. all right, title, interest powers and options in, to and under the within security deed from Sally Bell to National Lumber Corporation as well as to the land described herein and the indebtedness secured thereby.

In witness whereof the undersigned has hereunto set her hand and seal, this 21 day of Feb, 19 75

Signed, sealed and delivered in the presence of:

Witness: James Ratliff
Notary: Shirley A. Morrow
Notary Public: Jefferson County, Ala.

By: James P. Ratliff
Vice - President
My Commission Expires: 7-19-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 28 day of March 1975, and that the same has been recorded in Book 184 Page 285 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of March 1975.

Fees \$3.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 524
THIS 20 DAY OF April 1977
W. H. [Signature]
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between MARY LOU MCKINNEY
WHITE and husband, TOMMIE A. WHITE

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FOUR THOUSAND NINE AND 68/100----- DOLLARS
(\$ 4,009.68) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Payable in 24 equal monthly installments of \$167.07 each,
the first of said installments being due and payable on or before the
30th day of April, 1975, with a like installment being
due on or before the 30th day of each successive month thereafter.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO
State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point in north line of Section 19,
Township 3, Range 5 West, said point also being in east line
of the McKinney tract and 1808.4 feet west of northeast corner
said section; thence south 6 degrees 36 minutes east along east
line said McKinney tract 312 feet to a point in center of Cathy
Road; thence northwesterly along center said road 465 feet to

intersection with center of Red Banks Road; thence north 24 degrees 30 minutes west along center said Red Banks Road 104 feet to a point, said point being in south line Section 18, Township 3, Range 5; thence along center said road north 19 degrees 58 minutes west 519.7 feet to a point; thence north 20 degrees 30 minutes west along center said road 552 feet to northwest corner of said McKinney tract; thence north 83 degrees 51 minutes east along north line said tract 403.5 feet to a point; thence north 6 degrees 45 minutes west 104 feet to a point; thence north 84 degrees east along north line said McKinney tract to a point; thence south 25 degrees 25 minutes east along east line said McKinney tract 1217 feet to the point of beginning and containing 18.3 acres, more or less. All bearings are magnetic. Situate in Sections 18 and 19, Township 3 South, Range 5 West.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the Men of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of March 1975.

Mary Lou McKinney White
 MARY LOU McKINNEY WHITE
Tommie A. White
 TOMMIE A. WHITE

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named MARY LOU McKINNEY WHITE and husband, TOMMIE A. WHITE who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given Under my hand and official seal, this the 24th day of March 1975.

My Commission Expires: *July 4, 1976* *J. P. Ferguson*
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 28 day of March 1975, and that the same has been recorded in Book 184 Page 287 records of REAL ESTATE TRUST DEEDS

28 day of March 1975.

5.00

H. P. Ferguson

all
rd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of September 19 72 made and executed by Charles E. Lancaster and
27th day of February 19 73 wife, Martha S. Lancaster of The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 148 on page 315
155 on page 108
of the Record of Trust Deeds, on the 27th day of September A. D. 19 72, is now fully paid
5th day of March 19 73
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 30th day of March, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 30th day of March A. D. 19 75



Elois M. Barbee

LAWRENCE-GREENWOOD 87244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 28 day of March 1975, and that the same has been
recorded in Book 184 Page 290 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of March 1975.

2.50

H. P. Ferguson CLERK

E. D. DICKERSON, ET UX, GRANTORS)
)
 TO) PARTIAL RELEASE
)
)
 PETE AVIOTTI, JR., ET UX, GRANTEEES)

For value received, E. D. Dickerson and wife, Estle G. Dickerson, owner and holder of the Deed of Trust given by Pete Aviotti, Jr. and wife Cecil S. Aviotti, recorded in Trust Deed Book 157, page 621 in the office of the Chancery Clerk of DeSoto County, Mississippi releases from said Deed of Trust the lands in DeSoto County, Mississippi described as follows, to-wit:

7.86 acres, more or less, out of the 17.59 acre tract as described in the aforesaid Deed of Trust with the 7.86 acres, more or less, to be released from the said lien of the aforesaid Deed of Trust described as follows, to-wit: Commencing at the Southeast corner of the North Half of the Northwest Quarter of Section 29, Township 3 South, Range 7 West, DeSoto County, Mississippi; thence South 666.2 feet along the East line of said Quarter Section to an iron pin, being the Northeast corner of Pete Aviotti, Jr.'s 17.59 acre tract; thence South 00° 25' 00" East 662.75 feet to an iron pin at the Southeast corner of said tract; thence South 89° 32' 20" West 417.13 feet along the South line of said tract to the point of beginning being the Southeast corner of the described tract; thence South 89° 32' 20" West 700.00 feet to an iron pin; thence North 06° 32' 00" West 421.40 feet along the East right of way of McIngvale Road to an iron pin; thence North 10° 38' 00" West 128.60 feet along said right of way to a point; thence South 79° 43' 11" East 781.29 feet to a point; thence South 00° 25' 00" East 400.00 feet to the point of beginning, containing 7.86 acres, more or less, located in the Northwest Quarter of said Section 29, Township 3 South, Range 7 West. All bearings referenced to true north as used by the Mississippi Highway Department in accordance with a survey of Ronald R. Williams, P. E. dated April 19, 1973.

In all other respects the Deed of Trust of record in Trust Deed Book 157, page 621 in the office of the Chancery Clerk of DeSoto County, Mississippi, shall remain in full force and effect.

Witness the signatures of the parties hereto this the 26th day of March, 1975.

E. D. Dickerson
 E. D. Dickerson
Estle G. Dickerson
 Estle G. Dickerson

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named E. D. Dickerson and wife, Estle G. Dickerson, who acknowledged that they signed and delivered the above and foregoing Partial Release for and on behalf of themselves on the day and date therein mentioned, and for the purposes therein expressed.

Given under my hand and official seal of office this the 28 day of March, 1975.



My commission expires:

Jan. 24, 1977

Kathleen S. Goodwin
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 25 minutes P. M. 28 day of March 1975, and that the same has been recorded in Book 184 Page 291 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of March 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between DENNIS V. CHURCHWELL

of the first part, hereinafter designated as the Grantor, Allen B. Couch

Trustee, of the second part, hereinafter designated as Trustee, and

COAHOMA NATIONAL BANK of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of EIGHTY THOUSAND AND 00/100-----DOLLARS (\$ 80,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after as reflected upon the note date/ , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

180 days from even date. The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the beneficiary or the owner or holder of said note or notes be and become at once due and payable in the event of the transfer or sale of the grantor of the property in the land covered hereby.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

PROPERTY
Lots I-H, I-I and I-J, Revision of Lot 1, Southview Commercial Park, in Section 13, Township 1, Range 8 West, DeSoto County, Mississippi, as shown by plat of record in Plat Book 9, Page 50 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

ALSO: Lot 1-A, Revision of Lot 1, Southview Commercial Park, in Section 13, Township 1, Range 8 West, DeSoto County, Mississippi, as shown by plat of record in Plat Book 9, Page 50 in the Office of the Chancery Clerk of DeSoto County, Mississippi; LESS
AND

CANCELLED BY AUTHORITY RECORDED IN BOOK

PAGE 84

THIS 29 DAY OF April 1922

H. H. Ferguson
CHANCERY CLERK

EXCEPT: Part of Lot 1-A, Revision of Southview Commercial Park in Section 13, Township 1, Range 8 West, DeSoto County, Mississippi; more particularly described as: Being the East five (5) feet of said lot extending the entire depth of said lot from the North right-of-way of State Line Road a distance of 212.82 feet North to the South line of Lot 1-C in said subdivision; and being the East 5 feet of Lot 1-A conveyed to Mark R. Loyd by Dennis Churchwell in Warranty Deed dated April 17, 1972, and recorded in Deed Book 95, Page 215 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 228 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 28 day of March 19 75

Dennis V. Churchwell

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named **DENNIS V. CHURCHWELL**, who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of March, 19 75.

My Commission Expires Jan. 31, 1976
My Commission Expires:

Nancy J. Sitter
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

20 A 31 189 294 March 11 o'clock
and that the same has been

31 March

5.00

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CANCELLED BY AUTHORITY RECORDED IN BOOK 225 PAGE 758
THIS 30 DAY OF May 1978
H. G. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 225 PAGE 757
THIS 30 DAY OF May 1978
H. G. Ferguson
CHANCERY CLERK

DEED OF TRUST

WHEREAS Hughes Construction Company, Inc.

hereinafter called Grantors (whether one or more)

owe George C. Bailey, W.W. Bailey, J.E. Sheppard and T.L. Sheppard

hereinafter called Beneficiary,

the sum of Sixty Six Thousand & 00/100 DOLLARS,

(\$66,000.00), evidenced by two certain promissory note S of even date herewith, payable to said Beneficiary, as follows, to-wit:

\$33,000.00 to George C. Bailey and W.W. Bailey on July 20, 1975

\$33,000.00 to J.E. Sheppard and T.L. Sheppard on July 20, 1975

said note S bearing interest from date at the rate of 8 percentum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof:

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument:

NOW, THEREFORE, in consideration of FIVE AND NO/100 DOLLARS (\$5.00), to the undersigned grantors this day paid by Bobby L. Covington Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the land and property, together with any buildings and improvements thereon (or that may be hereafter erected thereon) and the hereditaments and appurtenances and all other rights thereunto belonging or in any wise now or hereafter appertaining, and all plumbing, heating, air conditioning and lighting fixtures and equipment now hereafter attached thereto or used in connection with said premises, which real estate, and the improvements thereon, is located in the City or town of

Judicial District of Desoto County, State of Mississippi, and is described as follows, to-wit:

Part of the SE 1/4 of Section 23, T 1 S, R 8 W, Desoto County, Mississippi being more particularly described as beginning at the Southeast Corner of said Section 23; and measure thence North 02°47'13" W 40.00 feet to a point on the Northern Right-of-Way line of Pasco Dr.; thence run along said Northern Right-of-Way South 87°59'47" W 1638.22 feet to the intersection of said Right-of-Way and the Western Right-of-Way line of Coventry Dr., thence run along said Western Right-of-Way North 02°47'13" W 679.63 feet to the Northeast Corner of Lot 496 of the Carriage Hills Subdivision, Section "E", as recorded in Plat Book 4, Page 17-18, among the land deed records of Desoto County, Mississippi; thence run N 87°09'47" E 50.023 feet to a point on the Eastern Right-of-Way of Coventry Dr., said point being the Point of Beginning of the parcel of land herein described, and from this Point of Beginning run thence N 87°09'47" E 291.037 feet, thence run N 01°05'28" W 603.22 feet to the North West Corner of Lot 226 of Carriage Hills Subdivision, Section "C" as recorded in Plat Book 3, Page 39 among the land deed records of Desoto

County, Mississippi; thence run S 87°13'13" W 231.04 feet to a point on the Eastern Right-of-Way of Coventry Dr. (unopened); thence run along said Eastern Right-of-Way of Coventry Dr. S 01°05'28" E 125.18 feet, S 43°54'32"W 84.85 feet, and S 01°05'28" E 418.35 feet to the Point of Beginning and containing 3.82 acres, more or less.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also any and all extensions and renewals of the same or any part thereof.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements on said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the sum of not less than

DOLLARS,

in some solvent insurance company or companies authorized to do business in the State of Mississippi, and satisfactory to the said beneficiary, with mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and to have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six percentum per annum from date until paid, and the trustees herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to repay promptly the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable and the trustee shall advertise and execute this trust by sale and disbursement of the proceeds as hereinafter provided.

Third: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Fourth: The grantors further bind themselves not to sell the property hereinabove conveyed without the written consent of the Beneficiary and further agree not to abandon said property and a breach of either of these agreements and conditions shall cause the entire indebtedness secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness.

Fifth: The grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Sixth: It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make any needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this trust deed, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: It is distinctly understood and agreed that a failure by the grantors to pay any one of the above notes or installments of principal, or the interest as it shall become due, and/or future or further advances made to said grantors, or either of them, (provided this deed of trust secures such future and further advances) or to do or perform any of the herein contained agreements, shall cause the entire indebtedness to immediately fall due and payable at the option of the said beneficiary or any legal holder of said note or notes, and shall fully empower the said beneficiary or any legal holder of said note or notes to have the trustee, or any successor in said trust, herein to exe-

cute his trust, and said beneficiary or any legal holder of said note or notes shall not be required to declare such acceleration in writing, or give any notice whatsoever of it. A failure on the part of the holder of said note or notes to exercise this option, or any other option herein contained, in the event of a default being made, shall not constitute a waiver of said holder's right to exercise said option in the event of any other default or defaults being made.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, in far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: In case of the sale of the said property hereunder, the said Beneficiary or any legal holder of said indebtedness shall have the same right to purchase at such sale as if a stranger to this instrument.

Eleventh: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust.

Twelfth: The word "beneficiary" wherever used in this deed of trust shall at any and all times include and mean the then legal holder of the note or notes secured hereby.

This conveyance is in trust. Should the undersigned grantors pay said indebtedness and interest owing thereon according to the terms of this deed of trust and the note or notes secured by the same, and also all future and further advances (if any such future or further advances are provided for by the terms of this deed of trust) hereafter made to the grantors, and fully keep and perform all of the conditions, agreements and obligations imposed upon the grantors by the terms of this instrument, then this conveyance shall be void, otherwise, at the request of any legal holder of said indebtedness, or either of them, the said Trustee, or any successor appointed in his place, shall sell said property, or a sufficiency thereof to satisfy the indebtedness secured hereby then owing and unpaid, after having posted notice of the time, place and terms of sale in some newspaper published in said county for three consecutive weeks next preceding the date of said sale and by posting a notice thereof at the county courthouse of said county for said time, and out of the proceeds arising from said sale, the costs and expenses of executing this deed of trust, including a ten percent (10%) trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid, and, lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

WITNESS OUR signature S this the 20th day of March 1975

HUGHES CONSTRUCTION COMPANY, INC.

By: *Garry V. Hughes*
Garry V. Hughes, President

ATTEST:

Terry M. Haines
Terry M. Haines, Secretary

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

GIVEN under my hand and official seal, this the _____ day of _____, 19____

Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF WINSTON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

Garry V. Hughes and Terry M. Haines,

who severally acknowledged that they are President and Secretary respectively of HUGHES CONSTRUCTION COMPANY, INC.

a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 20th day of March, 1975

June Pat Hena
Notary Public

My Commission expires _____ My Commission Expires Oct. 5, 1979

LAND DEED OF TRUST

FROM _____

TO _____

Record the _____ day of _____ o'clock _____ M.

Chancery Clerk.

MISSISSIPPI, _____ } Chancery Court.
County.

That this Deed of Trust was filed for office at _____ o'clock _____ M., on day of _____ 1975

recorded the _____ day of _____ 19____ in Book _____

in my office.

by hand and seal of office this _____ 19____

Chancery Clerk.

D. C.

TERRY M. HAINES
Attorney-at-Law
P. O. Box 201
Louisville, Mississippi 39239

\$5.00

STATE OF MISSISSIPPI, DECATO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 28 day of March 1975, and that the same has been recorded in Book 184 Page 297 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of March 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate
Book No. 194 Page 85
This 5 day of Dec 19 75
H. B. Ferguson Clerk

Appointment of Successor Trustee of this
Instrument Recorded in _____
Book No. _____ Page _____
This _____ day of _____ 19____

Clerk
Clerk

301

VA Form 16-622 (Home Loan)
Revised December 1943. Use Op-
tional Section 1210, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

This DEED OF TRUST, made and entered into this 5th day of March, 19 75,
by and between Roy Lynn Thorning, Jr. and wife, Pam Thorning

_____, hereinafter called the Grantor;
C. B. Henley _____, hereinafter called the Trustee, and
Bailey Mortgage Company

_____, a corporation organized
and existing under the laws of the State of Mississippi, having its principal office and
post-office address at 161 East Amite Street, Jackson, Mississippi, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Part of Lot 3891, Hilvale Subdivision in Section 13, Township 3, Range 8 described
as follows: At the southeast corner of Lot 3891 of Hilvale Subdivision, as shown
on recorded plat of said subdivision in Plat Book 1, page 3; thence north on the east
line of said Lot 3891, 198.2 feet to an iron pin; thence north 89 degrees 50 minutes
west 100 feet to an iron pin; thence south 00 degrees 10 minutes west 56.6 feet to
the center line of a ditch; thence with the center line of said ditch southeasterly
36.5 feet to a point; thence continuing along the center line of said ditch southeasterly
140 feet to the point of beginning.

The funds derived from the indebtedness secured by this deed of trust have been entirely
used to pay the seller all or a part of the purchase price of the property described
above.

Should the Veterans Administration fail or refuse to issue its guaranty in the full
amount committed upon by the Veterans Administration under the provisions of the
Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date of
this loan would normally become eligible for such guaranty, the holder may declare
the indebtedness hereby secured at once due and payable and may foreclose immediately
or may exercise any other rights hereunder or take any further action as by law provided.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

Appointed Successor Trustee of this
Instrument Recorded in Real Estate
Book No. 194 Page 338
This 16 day of Dec 19 75
H. B. Ferguson Clerk

CANCELLED BY AUTHORITY. RECORDED IN BOOK

2207 PAGE 519
THIS 2 DAY OF May 2005
RECORDED BY: [Signature]
CLERK

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Two Thousand Dollars and no/100-----Dollars (\$ 22,000.00), with interest from date at the rate of eight & one-half per centum (8- $\frac{1}{2}$ %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Sixty-Nine & 18/100 Dollars (\$ 169.18), commencing on the first day of May, 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less, in accordance with amortization schedule.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

P.O. Box 467
Hornada, Miss. 38632

Roy Lynn Thorning, Jr.
Roy Lynn Thorning, Jr.

Pam Thorning
Pam Thorning

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me _____, the undersigned notary public in and for said County, the within named Roy Lynn Thorning, Jr. and Pam Thorning, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 27th day of March, 1975.

Robert Kelly
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for records at 9 o'clock 30 minutes A.M. 31 day of March 1975, and that the same has been recorded in book 184 Page 301 of said County.

Witness my hand and seal this 31 day of March 1975.

Fee 4.00

H. P. Ferguson
CLERK

1:30 A.M.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
THIS 405 PAGE 510
25 DAY OF June 87
H.G. Jensen
Chancery Clerk DS-DC

305

DEED OF TRUST

THIS DEED OF TRUST is made this 25th day of March, 1975, among the Grantor, MICHAEL A. JENKINS and wife, CHRISTY R. JENKINS and the Beneficiary, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, whose address is Post Office Box 918, Jackson, Mississippi 39205. Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 522, Section "C" Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 49 and 50, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty-Five Thousand Six Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Michael A. Jenkins
Michael A. Jenkins — Borrower

Christy R. Jenkins
Christy R. Jenkins — Borrower

2551 Capewood Place
Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Michael A. Jenkins and wife, Christy R. Jenkins who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 25th day of March, A.D., 19 75

My Commission expires:
7/25/78

[Signature]
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock and

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 20 minutes A. 31 day of March, 1975, and that the same has been recorded in book 184 page 305 records of DEVL. ESTATE TRUST DEEDS

of said County on the 31 day of March, 1975.

Fees \$ 5.00
[Signature]

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, P. O. Box 399
of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 18 day of April, 1973, made and executed by Fred W. Price and
Zelma Wheeler Price of Olive Branch, Miss to Peoples Bank & Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 158 on page 458
of the Record of Trust Deeds, on the 9 day of May, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank & Trust Olive Branch, Miss.

Janice C. Payne attc

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public
in and for County and State aforesaid, Janice C. Payne, Assistant Cashier who acknowledged that he signed and
Peoples Bank and Trust
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 27th day of March, A. D. 1975



Aurelia B. Jones
Notary Public

LAWRENCE-BELSHWOOD 47544

STATE OF MISSISSIPPI, DE SOTO COUNTY

This instrument was filed for record at 11 o'clock
20 A. 184 31 309 March 1975, and that the same has been
INDEXED AT REAL ESTATE TRUST DEEDS

31 March 1975

2.50

H. B. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 1st day of Feb. 19 69, made and executed by Wesley Massey and wife,
Catherine Massey of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 107 on page 291
of the Record of Trust Deeds, on the 4th day of Feb. A. D. 19 69, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. McKay Patten
in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 25th day of March A. D. 19 75

My Commission Expires Nov. 24, 1975

Linda C. Perry

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

This instrument was filed for record at 11 o'clock
20 A. 31 March 1975, and that the same has been
184 311 INDEXED IN REAL ESTATE TRUST DEEDS

31 March 1975.

2.50

H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of December 19 70, made and executed by Wesley Massey and wife,
Catherine Massey of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 123 on page 332
of the Record of Trust Deeds, on the 28th day of Dec. A. D. 19 70, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Murray Patton
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 28th day of March A. D. 19 75
Commission Expires Nov. 24, 1975
Linda O. Perry



LAWRENCE-GRIFFIN CO. 37844

STATE OF MISSISSIPPI, DE SOTO COUNTY

Instrument of what title and date instrument was filed for record at 11 o'clock
20 A. 184 31 312 March 1975, and that the same has been
correctly recorded in the records of said County.

2.50

31 March 1975.

H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 3rd day of April 19 72, made and executed by Walter Lee Maxwell
of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 142 on page 300
of the Record of Trust Deeds, on the 15th day of May, A. D. 19 72, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Henry Pullie
in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 24th day of March A. D. 19 75



A. Henry Pullie
My Comm. Expires Nov. 6, 1976

LAWRENCE-GARDNER-27444

STATE OF MISSISSIPPI, DE SOTO COUNTY

Testify that the within instrument was filed for record at 11 o'clock
20 minutes A. 31 day of March 1975, and that the same has been
filed in 184 313 records of REAL ESTATE TRUST DEEDS

2.50

31 day of March 1975.
H. P. Ferguson CLERK

314

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of April 1973, made and executed by Walter Lee Maxwell
of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 157 on page 73
of the Record of Trust Deeds, on the 9th day of April, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Leggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Henry Fuller
in and for County and State aforesaid, Leggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 20th day of March A. D. 1975

J. Paul Bell
My Comm. Expires Nov. 6, 1976

STATE OF MISSISSIPPI, DE SOTO COUNTY

This instrument was filed for record at 11 o'clock
20 A. 31 of March 1975, and that the same has been
184 314

31 March 1975

2.50

H. P. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 31st day of January 19 72, made and executed by Clara McInvale and
Her husband, Alvin Spivey of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 138 on page 317
of the Record of Trust Deeds, on the 8th day of February, A. D. 19 72, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A. Stanton Public
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 25th day of March A. D. 19 75

My Commission Expires Nov. 24, 1975

Linda Perry

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. 184 31 of March 1975, and that the same has been
315 recorded in the REAL ESTATE TRUST DEEDS

31 day of March 1975.

H. P. Ferguson CLERK

2.50


316

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS; That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of Jan. 19 73 made and executed by W. E. Corkern and wife
Jorean P. Corkern of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 153 on page 301
of the Record of Trust Deeds, on the 26 day of January, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 28th day of March, 1975.

The Hernando Bank

A. S. Ballard, Jr., President


STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 28th day of March A. D. 1975
My Commission Expires:
My Commission Expires Jan. 7, 1978
Elois M. Barbee
Notary Public

LAWRENCE-GARDNER 87341

STATE OF MISSISSIPPI, DE SOTO COUNTY
This instrument was recorded at 11 o'clock
on the 20 day of March, 1975.
A. 31
184 316


2.50
31 March 1975.


4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C


STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 12th day of October 19 73, made and executed by Lowell F. Fairley and
wife Nadine Fairley of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 167 on page 21
of the Record of Trust Deeds, on the 15th day of October, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 28th day of March, 1975.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.


Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Gave under my hand and seal of office this 28th day of March, A. D. 19 75
My Commission Expires:
My Commission Expires Jan. 7, 1978

Elois M. Barbee
Notary Public

LAWRENCE-GREENWOOD 27344

STATE OF MISSISSIPPI, DESOTO COUNTY
Instrument was filed for record at 11 o'clock
20 A. 184 31 March 1975, and that the same has been
317 FILED AT DEPT. STATE TRUST DEEDS

2.50

31 March 1975


4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of September 19 71, made and executed by James M. Harrison, Jr. &
wife Katherine Bennett Harrison to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 133 on page 184
of the Record of Trust Deeds, on the 20th day of September, A. D. 19 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 28th day of March, 1975.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 28th day of March, A. D. 19 75
My Commission Expires: _____
My Commission Expires Jan. 7, 1978
Elois M. Barbee
Notary Public

LAWMHO-GARHWOOD 47841

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. 184 31 318 March 1975, and that the same has been
recorded in the Record of Trust Deeds.

2.50

31 March 1975
H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
291 PAGE 247
22 DAY OF Dec 19 82
H. B. Ferguson
CHANCERY CLERK

Deed of Trust

To

SECURITY BANK OF SOUTHAVEN

THIS DEED OF TRUST, Made and entered into this the 17th day of March, 1975
by and between Marion G. Morris and wife, Joann Morris

of the first part, hereinafter designated as the GRANTORS; Dwight K. Luter
Trustee of the second part, hereinafter designated as TRUSTEE; and
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Nine Thousand Thirty Seven and 20/100----- DOLLARS
(\$ 9,037.20), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

In sixty (60) equal monthly installments of \$150.62 each,
the first installment due on or before April 15, 1975, with
like installments due on the 15th day of each month there-
after until paid in full.'

said note bearing interest from maturity at the rate of 10 per centum per annum, and providing
for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically
described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors
this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey
and warrant unto the said Trustee, the following described land and property, together with all the hereditaments
and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used
in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating
apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, there-
upon situated and thereunto belonging, lying and being situated in the City or Town of _____
District of _____ County, State of Mississippi, and more particularly described
as follows, to-wit:

Lot 159, Section "A" Southaven Subdivision in Section 14, Township 1,
Range 8 West, DeSoto County, Mississippi, as shown on the revised
plat of said subdivision appearing of record in Plat Book 2, Pages
4 and 5 in the office of the Chancery Clerk of DeSoto County,
Mississippi.

Parties of the first part reserve the right to pre-pay all or any
part of said indebtedness on or before the due dates without penalty.
A failure to make any installment when due shall operate to cause the
entire unpaid indebtedness to become immediately due and payable at
the option of the owner and holder of the note.

Parties of the first part covenant to maintain fire and extended
coverage insurance on the improvements situated on the above described
property in an amount sufficient to secure said indebtedness for and
during the life of this instrument.

CANCELLED BY AUTHORITY RECORDED IN BOOK
292 PAGE 601
4 DAY OF Feb 19 83
H. B. Ferguson
CHANCERY CLERK

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purposes will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

Marion G. Morris
Marion G. Morris

Joann Morris
Joann Morris

322

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Marion G. Morris and wife, Joann Morris

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 17th day of March, 1975

[Signature]
Notary Public

My Commission expires 9-25-78

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ and _____

who severally acknowledged that they are _____ and _____ respectively of _____

_____ a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the _____ day of _____, 19 _____

Notary Public

My Commission expires _____

Trust

Notary Court

It was filed for

_____ M., on

17 day of

March

1975

page _____

of office _____

in this _____

_____ 19 _____

Notary Clerk

D. C.

WOODS, LTD.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock no minutes P. M. 24 day of March 1975, and that the same has been recorded in Book 184 Page 319 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of April 1975.

Fees \$5.00 pd.

SEAL

[Signature]

CLERK

RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of July, 19 74, made and executed by Julian Tetterton and
wife Jacqueline G. Tetterton of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 177 on page 258
of the Record of Trust Deeds, on the 5th day of July, A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 28th day of March, 1975.

The Hernando Bank

A. S. Ballard, Jr.
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 28th day of March, A. D. 19 75

My Commission Expires:
My Commission Expires Jan. 7, 1978

Elois M. Barbee
Notary Public

LAWRENCE-GARDNER CO. STAMP

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M. 31 day of March, 1975, and that the same has been
recorded in Book 184 Page 323 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 1 day of April, 1975.

250

H. P. Ferguson CLERK

324

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Patricia Ann Coslon and wife, / Dale Junior Colson, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 3rd, 19 75, securing a note in the sum of \$ 24,250.00, recorded in Book 183, Page 593, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 24,250.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of April, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be therunto affixed on this the 25th day of March, 19 75.

NATIONAL MORTGAGE COMPANY
Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:
Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 25th day of March, 19 75.

Judith Combs
NOTARY PUBLIC

2/71/226 My Commission Expires Sept. 13, 1977
kt

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 10 minutes P. 31 day of March, 1975, and that the same has been recorded in Book 117 Page 324 records of REAL ESTATE TRUST DEEDS
Date of recording 1 day of April, 1975.

H. P. Ferguson

250

204 196
Partial Release of this Instrument Recorded in
Deed Book 710
No. 187 Page 443
This 7 day of July 1975
H. D. Ferguson

204 99
Partial Release of this Instrument Recorded in
Deed Book 710 Book
No. 187 Page 444
This 7 day of July 1975
H. D. Ferguson Clerk

325
204 99
Partial Release of this Instrument Recorded in
Deed Book 710 Book
No. 187 Page 591
This 10 day of July 1975
H. D. Ferguson Clerk

Deed of Trust

To

FIRST NATIONAL BANK, SOUTHAVEN, MISSISSIPPI

THIS DEED OF TRUST, Made and entered into this the 31st day of March 1975
by and between CASTLE BUILDERS, INC., a Mississippi Corporation, Party

of the first part, hereinafter designated as the GRANTORS; Edwin C. Hardin
Trustee of the second part, hereinafter designated as TRUSTEE; and First National Bank, Southaven, Miss.
Party of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
One Hundred Seventy-One Thousand Seven Hundred Eighty-Four and 39/100-DOLLARS
(\$171,784.39), evidenced by three promissory notes heretofore given and being payable
to the Beneficiary as follows, to-wit:

- (1) Note dated Jan. 31, 1975, in the amount of \$1,149.97 at 13% interest due April 14, 1975.
- (2) Note dated Dec. 13, 1974, in the amount of \$20,034.42 at 13% interest due and payable on January 13, 1975.
- (3) Note dated July 9, 1974, in the amount of \$150,000.00 at 12% interest due and payable on October 7, 1975.

For and in consideration of the beneficiary granting to the party of the First Part extensions on said notes and future advances and the party of the First Part wishing to further secure said indebtedness and;

said note bearing interest ~~as shown~~ as shown ~~on the notes~~ on the notes, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of _____
District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 9, Section A, Hoytte Austin Lake Subdivision, in Section 6, Township 2 South, Range 8 West, as shown on map or plat thereof recorded in Plat Book 3, Pages 8, 9, and 10, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property;

Lot 215, Section C, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 1 West, as per plat thereof recorded in Plat Book 8, Pages 41, 42, and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi;

Lots 86, 87, 88, 89, 90, 99, 100, 101, 103, 104, 105, 182, 183, 184, 187, 190, 191, 193, 196, and 197, in Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

CANCELLED BY AUTHORITY RECORDED IN BOOK
302 PAGE 118
THIS 30 DAY OF August 1983
H. D. Ferguson
CHANCERY CLERK

326

In regard to Lot 215, Section C, Twin Lakes Subdivision, as described above, this Deed of Trust is second and subordinate to that certain Deed of Trust recorded in Book 149, Page 139, in the office of the Chancery Clerk of DeSoto County, Mississippi.

In regard to Lot 9, Section A, Hoytte Austin Lake Subdivision, as described above, this Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 155, Page 271, in the office of the Chancery Clerk of DeSoto County, Mississippi.

In regard to the remainder of the lots described above, this Deed of Trust is a second mortgage, as per the records on file in the office of the Chancery Clerk of DeSoto County, Mississippi.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$200,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

ATTEST
JUL 1942
CORPORATE
SEAL
William M. Cole
William M. Cole, Vice President

CASTLE BUILDERS, INC.
By: Bob Gray
Bob Gray, President

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STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____

Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

Bob Gray and William M. Cole

who severally acknowledged that they are President and Vice President respectively of Castle Builders, Inc.

a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 31st day of March, 1975.

Subbie M. Bassell
Notary Public

My Commission expires Feb. 19, 1976

Compliments of

NORTHWEST TITLE GUARANTY CO.
P. O. Box No. 8 Phone 393-2476
Southaven, Miss. 38671

LAND

Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
Desoto County.

I certify that this Deed of Trust was filed for record in my office at 2:50 o'clock P. M., on the 31 day of March, 1975 and was duly recorded the _____ day of _____, 19____

Book No. _____ in my office.

Witness my hand and seal of office this _____ day of _____, 19____

Chancery Clerk
D. C.

TITLE INSURANCE is the only guaranteed protection against real estate losses.

*Hand Paid Book 8.60 pd
Harrards, Mo.*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 50 minutes P. M. 31 day of March 1975, and that the same has been recorded in Book 184 Page 325 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of April, 1975.

Fees \$ 8.60 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLATION OF TRUST DEED

In consideration of payment in full, the deed of trust given by CC&F Southaven Properties, Inc. to Cabot, Cabot & Forbes Co., dated March 7, 1974, filed March 11, 1974, and recorded in Trust Deed Book 172, Page 165, is cancelled. The Chancery Clerk of DeSoto County, Mississippi is authorized to record this cancellation and make a notation upon the margin of said deed of trust of the cancellation thereof.

WITNESS the signature of the beneficiary by its authorized Trustee this 15th day of March, 1975.

The name Cabot, Cabot & Forbes Co. is the designation of the Trustee for the time being under a Declaration of Trust dated June 26, 1964, as amended, and all persons dealing with Cabot, Cabot & Forbes Co. must look only to the Trust property for the enforcement of any claims against Cabot, Cabot & Forbes Co. No trustee, officer, agent or shareholder assumes any personal liability for obligations entered into on behalf of Cabot, Cabot & Forbes Co.

CABOT, CABOT & FORBES CO.

By: Paul E. Hellmuth
As Trustee for Self and Co-Trustee but not Individually

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Paul E. Hellmuth, Trustee of Cabot, Cabot & Forbes Co., who acknowledged that he signed and delivered the above and foregoing Cancellation of Trust Deed on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 15th day of March, 1975.

Alice M. Sheehan
Notary Public

My Commission Expires:

Nov. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 40 minutes P. M. 31 day of March 1975, and that the same has been recorded in Book 184 Page 329 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this the 1 day of April 1975.

2.50

H. P. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

GEORGE S. BARNES, ET UX

To { DEED OF TRUST
JAMES E. HOLBROOK,
ET UX

THIS INDENTURE Made this 27th day of March, 1975
between GEORGE S. BARNES and wife, FAY BARNES,
(HOLBROOK, Or Survivor) of the first part,
and JAMES E. HOLBROOK and wife, BARBARA A. of the second part.
WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties
of the second part in the sum of

ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00), due and payable
on or before Sixty (60) days from date, being May 27, 1975.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975 not to exceed
and the parties of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part
paid by David A. Gustafson, Trustee, the parties of the first part have this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz. All of the agricultural
products of every kind that now lie on hand and all the crops of every kind to be grown by and
family, or any hands working with or under either as landlord or tenant or otherwise, during the year 1975 on the land that
may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

Lot 36, Section "A", in Brook Hollow Subdivision,
Section 24, Township 1 South, Range 8 West, DeSoto
County, Mississippi, as shown by the plat recorded in
Plat Book 7, Page 8 in the Office of the Chancery
Clerk of said county;

Together with all improvements and appurtenances thereunto
belonging,

This Deed of Trust is subordinate and junior to that certain Deed of
Trust given by James L. Patterson, et ux, for the benefit of National
Mortgage Company, dated December 15, 1970, and recorded in Deed of Trust
Book 123, Page 211 in the Office of the Chancery Clerk of DeSoto County,
Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness
on or before the 27th day of May, 1975, then this instrument to be void; but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part
their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.

George S. Barnes
Fay Barnes

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me a Notary Public
GEORGE S. BARNES and wife, FAY BARNES, of said County, the within named

who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 27th day of March, 1975

My Commission Expires: April 3, 1978 (SEAL) NOTARY PUBLIC



STATE OF MISSISSIPPI, DeSOTO COUNTY
Before me of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
45 minutes P.M. 31 day of March 1975, and that the same has been
recorded in Book 184 330 records of REAL ESTATE TRUST DEEDS

2.50
H. P. Ferguson
April 1 1975

H. D. Ferguson Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

James B. Chamberlin, et ux, Betty B. Chamberlin

To DEED OF TRUST Memphis Kimberly-Clark Employees Federal Credit Union, P. O. Box 7066, Memphis, Tenn. 38107

THIS INDENTURE, Made this 31st day of March 19 75 between James B. Chamberlin and his wife, Betty B. Chamberlin, Parties of the first part, and Memphis Kimberly-Clark Employees Federal Credit Union, Party of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Twelve Thousand, Five Hundred Dollars (\$12,500.00), evidenced by their one joint note or even date herewith for said amount, and bearing interest at the rate of 9% per annum from date on the unpaid balance, payable in 120 monthly installments of principal and interest in the amount of \$158.38 each, with the first installment due on April 31, 1975, and one of said installments due on the 31st day of each month thereafter until said indebtedness is paid in full.

and the part ies of the first part having agreed to secure the prompt payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Jerry Broxterman, of Memphis, Tenn. Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The lands situated in DeSoto County, Mississippi, described as follows, to-wit: Two (2) acres, more or less, situated in the Southwest Quarter of the Northeast Quarter of Section Fourteen (14), Township Three (3), Range Seven (7) West, and more particularly described by metes and bounds, as follows, to-wit: Beginning at the Northwest corner of said Southwest Quarter of said Northeast Quarter of said Section 14; thence South 208 feet to a point; thence East 416 feet to a point; thence North 208 feet to the North line of said 40 acre tract; thence West with the North line of said 40 acre tract, 216 feet to the point of beginning, BUT SUBJECT HOWEVER to the existing right of way for Johnson Public Road on the West side of said lands, and as described in Deed Book 60, Page 79 of the Deed Records of said County, and together with the residence of First Parties located upon said lands.

The aforementioned note provides, and First Parties hereby agree, that the failure to pay any of the aforementioned monthly installments when due, shall operate at the option of the owner or holder of said note to mature the entire debt and the same may be declared at once due and payable. First Parties further understand and agree that they are to keep the dwelling located upon said lands insured against losses by fire or windstorm in an amount satisfactory with Second Party, and with said insurance policy to carry proper mortgagee clause in favor of Second Party. First Parties further warrant that this is a first trust deed lien against said lands, the aforementioned note evidencing funds advanced First Parties by Second Party for use in full payment and satisfaction of an existing trust deed indebtedness now held by the Federal Land Bank of New Orleans.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness and carry said insurance, all as hereinbefore provided, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in its stead.

Witness our signature the date written above. James B. Chamberlin, Betty B. Chamberlin

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned Chancery Court Clerk James B. Chamberlin and his wife, Betty B. Chamberlin of said County, the within named

who acknowledged that they each signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 31st day of March 19 75. H. D. Ferguson Clerk D. C. My Commission Expires January 5, 1976.

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 4 o'clock 20 minutes 7 M. 31 day of March 1975, and that the same has been recorded in Book 184 Page 331 records of REAL ESTATE TRUST DEEDS of said County.

2:50 H. D. Ferguson, CLERK

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H. S. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 28th day of March, 1975, between PAULINE BUNKLEY, Party of the First Part, and JAMES E. CUNEO and wife, PATRICIA ANN CUNEO, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of FOUR THOUSAND and NO/100 DOLLARS (\$4,000.00), plus interest from date at the rate of Six percent (6%) per annum, repayable in 28 equal monthly installments of \$150.00 each, and one final installment of \$103.84, with the first monthly payment due on the 15th day of May, 1975, and due on the 15th day of each subsequent and succeeding month until paid in full, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 67, SEction A, in Brook Hollow Subdivision, on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 8, in the office of the Chancery Clerk of said County

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 128, Page 555, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein oncfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 28th day of March, 1975.

Pauline Bunkley
Pauline Bunkley

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Pauline Bunkley, who did acknowledged that she signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 28th day of March, 1975.

My Commission expires:

Better M. Brumwell
Notary Public

My Commission Expires Feb. 19, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no. 184 1 day of April 1975, and that the same has been recorded in Book 184 332 records of REAL ESTATE TRUST DEEDS

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1 April 1975
H. S. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between FLOYD N. SUTTON AND WIFE,
BERMORELL SUTTON

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FOUR THOUSAND TWO HUNDRED THIRTY EIGHT AND 64/100 DOLLARS
(\$ 4,238.64) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Payable in 24 monthly installments of \$176.61 each, the first of said installments
being due and payable on or before the 15th day of April, 1975, with a like
installment due on or before the 15th day of each successive month thereafter
until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Six acres, more or less, in the South Half of Section 32, Township 1, Range
6 West, DeSoto County, Mississippi, and being more particularly described as
beginning at the Northeast Corner of the Clarence Jamison one acre tract as
shown of record in Deed Book 74, Page 304, Chancery Clerk's Office, DeSoto
County, Mississippi; thence from point of beginning run North 200 feet to a
point; thence run West parallel with South line of the original Sam McNeil
30 acre tract 800 feet to a point; thence run South to a point in the McNeil
30 acre tract to the South line 400 feet to a point; thence with the South line

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of the said 30 acre tract run East 600 feet to a point, said point being the Southwest corner of the Clarence Jamison one acre tract; thence run North 200 feet to a point said point being the Northwest Corner of the Jamison one acre tract; thence run East 200 feet to the point of beginning, containing 6 acres, more or less, and being part of the 30 acres conveyed to Sam McNeil as shown by partition deed of record in Deed Book 61, Page 170.

LESS AND EXCEPT: one acre, more or less, conveyed by Hoyt McNeil, et ux, to Louise Harden as shown by Warranty Deed recorded in Deed Book 115, Page 233 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointees or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of this note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17 day of March 1975.

FLOYD N. SUTTON
Floyd N. Sutton
 BERNORELL SUTTON
Bernorell Sutton

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that they

FLOYD N. SUTTON AND WIFE, BERNORELL SUTTON

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 18 day of March, 1975.

My Commission Expires: June 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 1 day of April 1975, and that the same has been recorded on page 184 of book 333 records of REAL ESTATE TRUST DEEDS

5.00

1 day of April 1975.

336

CANCELLED BY AUTHORITY RECORDED IN BOOK
218 PAGE 584
THIS 22 DAY OF Nov 19 77
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between FRANK G. CALVI, and wife, MARGIE L. CALVI

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

JAMES C. PARKS of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWO THOUSAND AND NO/100-----DOLLARS (\$ 2,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 36 equal amortized monthly installments of \$62.86 each, the first of said installments being due and payable on or before the first day of May, 1975, with a like installment being due on or before the first day of each succeeding month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Lot 239 in Section B, Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Pages 10-11, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8 West.

AND ALSO, the drapes, outside storage building, pontoon boat, bass boat, and motors located on or adjacent to said property above described.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of March 1975.

Frank G. Calvi
FRANK G. CALVI
Margie L. Calvi
MARGIE L. CALVI



STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Frank G. Calvi, and wife, Margie L. Calvi who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 27th day of March 1975.

My Commission Expires May 18, 1977

My Commission Expires:

Collin A. Engel
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 1 day of April 1975, and that the same has been recorded in Book 184 Page 336 records of REAL ESTATE TRUST DEEDS

1 April 1975
H. G. Ferguson Clerk

Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA

that certain Deed of Trust executed by

GLENN J. FORREST and wife, BARBARA JO FORREST

to C. B. Henley, Trustee, for the benefit of Bailey

Mortgage Company, dated March 21, 1975, securing a note in

the sum of \$37,050.00 recorded in Book 184, Page 206,

of the office of the Chancery Clerk of DeSoto

County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 25th day of March, 1975.



STATE OF MISSISSIPPI
COUNTY OF HINDS.....

BAILEY MORTGAGE COMPANY

William Cook
WILLIAM COOK, VICE PRESIDENT

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM COOK, who acknowledged to me that he is VICE PRESIDENT of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 25th day of March, 1975.



Margaret Dargatzis Moore
NOTARY PUBLIC

EMC-14

My Commission Expires Feb. 22, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 1 day of March 1975, and that the same has been recorded in Book 184 Page 339 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of April 1975.

2.50

H. P. Ferguson
CLERK

340

Assignment of this Instrument Recorded in
No. 185 Page 489 Book
This the 13 day of May 19 75
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Deed Estate 718 Book
No. 218 Page 491
This the 21 day of Nov 19 77

Assignment of this Instrument Recorded in
Deed Estate 718 Book
No. 218 Page 492
This the 21 day of Nov 19 77
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
~~No. _____ Page _____ Book _____~~
~~This the _____ day of _____ 19 _____~~
~~_____ Clerk~~

I-55-88 PROPERTY 6-2-75,
A LIMITED PARTNERSHIP, GRANTOR

TO

DEED OF TRUST

SOUTHAVEN LAND COMPANY, INC.,
BENEFICIARY

This indenture made this 25th day of March 1975 between I-55-88 Property 6-2-75, a Limited Partnership, the general partner being Almacar Company, a partnership comprised of Gary Albertine, Charlie McCrory and Arnold Prather, of the first part and Southaven Land Company, Inc., of the second part, WITNESSETH:

That whereas, said party of the first part, being indebted to the said party of the second part in the sum of One Hundred Thirty-seven Thousand One Hundred Ninety-four and No/100 Dollars (\$137,194.00) evidenced by a promissory note of even date bearing interest at the rate of seven (7%) per centum per annum on the unpaid balance, and being due and payable in six (6) equal annual installments of principal in the sum of Twenty-two Thousand Eight Hundred Sixty-five and 66/100 Dollars (\$22,865.66) each, with accrued interest payable with installments of principal, and with the first installment being due on or before March 31st, 1976, with like installments due on or before each March 31st thereafter until paid in full.

And the party of the first part having agreed to secure the prompt payment of the same when due: THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) to the party of the first part paid by Dudley B. Bridgforth, Jr., Trustee, the party of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and State of Mississippi, viz:

Part of Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi more particularly described as beginning at a concrete monument at the intersection of the south line of Rasco Road with the westerly right of way of Interstate Highway No. 55; thence west along the south line of Rasco Road 290 feet to a point; thence south 10 feet to a point; thence west along the south line of Rasco Road 175 feet to a point; thence north 50 feet to a point in the center-line of Rasco Road; thence west along the center-line of Rasco Road 47 feet to a point at the northeast corner of a church lot; thence south 300 feet to a point at the southeast corner of said church lot; thence west 150 feet to a point at the southwest corner of said church lot in the east line of the DeSoto County Board of Education property; thence south along the east line of said Board of Education property 3,043.9 feet to a point at the southeast corner thereof; thence west along the south line of said Board of Education property 990 feet to a point at the southwest corner thereof in the east line of the F. C. Rasco property; thence south along said east line 987.5 feet to a point; thence eastwardly at an interior angle of 76° 40' 722.34 feet to a point; thence eastwardly at an interior angle of 167° 27' 211.0 feet to a point; thence eastwardly at an interior angle of 189° 14' 460.0 feet to a point; thence eastwardly at an interior angle of 192° 15' 350 feet to a point; thence eastwardly at an interior angle of 189° 09' 300 feet to a point in the west line of the C. P. Davis property; thence north along the west line of said Davis property 854.15 feet to a point in the westerly right of way line of Interstate Highway No. 55; thence northwardly along said westerly right of way line 2774.95 feet to the point of beginning.

The area of the above described property is 87.90 acres. The area under the TVA EASEMENT is 3.74 acres.

CANCELLED BY AUTHORITY RECORDED IN BOOK
279 Page 149
3 day of Dec 1981
H. D. Ferguson
CHANCERY CLERK

The lien of this deed of trust secures payment of the balance due on the purchase price of all of said property this date conveyed by Southaven Land Company to I-55-88 Property 6-2-75, none of said property having been released at closing from the lien hereof. Nor will any of said property be released from the lien hereof until all or part of it is sold. Upon the sale of all or part of said property, the following release provisions are applicable.

RELEASE CLAUSE: This deed of trust is given on condition that land be released from the lien of this instrument in the following manner, to-wit: The North 15 acres lying immediately south of Rasco Road shall be released from the lien of this instrument upon payment of the sum of \$48,400.00 cash at closing and by performance of the hereafter set forth conditions relating to dedication and construction of a 50 foot wide easement commencing at Rasco Road and extending the entire depth of this property in a North-South direction; the 7 acre tract lying immediately south of the 15 acre tract fronting on Rasco Road will be released by payment of \$4,000.00 per acre to be released, plus all accrued interest as of the date of release. Releases of the remaining acreage may be obtained by payment of the sum of \$2,250.00 per acre to be released, plus all interest accrued, as of the date of release. Provided however, that all releases, including the release of the North 15 acres, shall be conditioned upon party of the first part dedicating a 50 foot strip along the eastern boundary of the subject property (which dedication shall extend South from Rasco Road the entire depth of the parcel released) and constructing a 30 foot street for public use. Said street shall meet the specifications of the appropriate governing authority and shall not exceed 30 feet in width but shall be constructed in accordance with County specifications and shall include construction of curb, gutter and the installation of an eight inch water line. The construction of said street shall be completed within one year from the date of release of the initial acreage. To insure construction of the street in the manner above set forth, party of the first part, shall, prior to obtaining any release of acreage, give to the beneficiary an irrevocable letter of credit on a National Bank equal to 1.5 times the estimated cost (as estimated by the appropriate governmental authority) of the construction of said street. Upon delivery of said letter of credit to beneficiary, party of the first part shall be entitled to release of acreage in accordance with the above set forth terms.

The beneficiary agrees to join as mortgagee in the approval of any plat or plan of subdivision but the beneficiary will not be financially responsible for any cost of improvement to the land.

This is a second lien deed of trust, second and subordinate to that certain indebtedness secured by deed of trust appearing of record in Real Estate Trust Deed Book 119, Page 315, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due dates thereof, then this instrument shall be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a trustee to act in his stead.

IN WITNESS WHEREOF this instrument has been duly executed this the day and date first above mentioned.

I-55-88 PROPERTY 6-2-75, A Limited Partnership by its General Partner

ALMACAR COMPANY:

By Gary A. Bertone
Gary A. Bertone, General Partner

By Charlie McCrory
Charlie McCrory, General Partner

By Arnold Prather
Arnold Prather, General Partner

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STATE OF TENNESSEE, COUNTY OF SHELBY:

Personally appeared before me, the undersigned authority of said County, the within named Gary Albertine, Charlie McCrory and Arnold Prather, General Partners, I-55-88 Property 6-2-75, a Limited Partnership, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and Official Seal this 26th day of March, 1975.

Joseph Blanchard
Notary Public

My Commission Expires:

December 6, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 10 minutes P. M. 31 day of March 1975, and that the same has been recorded in Book 184 Page 340 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of April 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

I-55-88 PROPERTY 6-2-75,
A LIMITED PARTNERSHIP, GRANTOR

TO

DEED OF TRUST

ALMACAR COMPANY, A GENERAL
PARTNERSHIP, BENEFICIARY

This indenture made this 25th day of March, 1975, between I-55-88 Property 6-2-75, a Limited Partnership, the general partner being Almacar Company, a partnership comprised of Gary Albertine, Charlie McCrory and Arnold T. Prather, of the first part and Almacar Company, of the second part,

WITNESSETH:

That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Twenty-Three Thousand Three Hundred Ninety-Five and 77/100 (\$23,395.77) Dollars, evidenced by a promissory note of even date bearing interest at the rate of Seven per centum (7%) per annum on the unpaid balance, and being due and payable on or before March 25, 1981, with interest only (\$1,637.70) being payable annually commencing March 25, 1976 and on the 25th day of each succeeding March, to and including March 25, 1980, and on March 25, 1981 the balance of said principal shall be payable, together with the interest thereon. This note may be paid prior to maturity without penalty.

And the party of the first part having agreed to secure the prompt payment of the same when due: THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar to the party of the first part paid by Dudley B. Bridgforth, Jr., Trustee, the party of the first part has this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and State of Mississippi, viz:

Part of Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi more particularly described as beginning at a concrete monument at the intersection of the south line of Rasco Road with the westerly right of way of Interstate Highway No. 55; thence west along the south line of Rasco Road 290 feet to a point; thence south 10 feet to a point; thence west along the south line of Rasco Road 175 feet to a point; thence north 50 feet to a point in the center-line of Rasco Road; thence west along the center-line of Rasco Road 47 feet to a point at the northeast corner of a church lot; thence south 300 feet to a point at the southeast corner of said church lot; thence west 150 feet to a point at the southwest corner of said church lot in the east line of the DeSoto County Board of Education property; thence south along the east line of said Board of Education property 3,043.9 feet to a point at the southeast corner thereof; thence west along the south line of said Board of Education property 990 feet to a point at the southwest corner thereof in the east line of the F. C. Rasco property; thence south along said east line 987.5 feet to a point; thence eastwardly at an interior angle of 76° 40' 722.34 feet to a point; thence eastwardly at an interior angle of 167° 27' 211.0 feet to a point; thence eastwardly at an interior angle of 189° 14' 460.0 feet to a point; thence eastwardly at an interior angle of 192° 13' 350 feet to a point; thence eastwardly at an interior angle of 189° 09' 300 feet to a point in the west line of the C. P. Davis property; thence north along the west line of said Davis property 854.15 feet to a point in the westerly right of way line of Interstate Highway No. 55; thence northwardly along said westerly right of way line 2774.95 feet to the point of beginning.

The area of the above described property is 87.90 acres.
The area under the TVA EASEMENT is 3.74 acres.

344

This is a third lien deed of trust, subordinate to that certain indebtedness secured by deed of trust appearing of record in Real Estate Trust Deed Book 119, Page 315, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and to a second lien deed of trust of even date herewith made by party of the first part in favor of Dudley B. Bridgforth, Jr., Trustee for Southaven Land Company, Inc., to secure payment of an indebtedness in the amount of \$137,194.00.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due dates thereof, then this instrument shall be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

IN WITNESS WHEREOF this instrument has been duly executed the day and date first above mentioned.

I-55-88 PROPERTY 6-2-75, A Limited Partnership by its General Partner

ALMACAR COMPANY:

By Gary Albertine
Gary Albertine, General Partner

By Charlie McCrory
Charlie McCrory, General Partner

By Arnold T. Prather
Arnold T. Prather, General Partner

STATE OF TENNESSEE, COUNTY OF SHELBY:

Personally appeared before me, the undersigned authority of said County, the within named Gary Albertine, Charlie McCrory and Arnold T. Prather, General Partners, I-55-88 Property 6-2-75, a Limited Partnership, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and Official Seal this 27th day of March, 1975.

My Commission Expires:

December 6, 1976

Joseph [Signature]
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY.

I certify that the within instrument was filed for record at 4 o'clock 20 minutes P. M. 31 day of March 1975, and that the same has been recorded in Book 184 Page 343 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of April 1975.

Fee 4.00 pd.

H. P. Ferguson CLERK

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Jerry Broxterman-Manager of Memphis Kimberly Clark Employees Credit Union as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed, have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
William B. Montgomery and Wife, Evelyn Montgomery	5/2/73	Book 158 Page 259	15 Acres in the Southwest Quarter of Section 20 Township 2, Range 7

NOW, THEREFORE, in consideration of the premises the undersigned, Jerry Broxterman as Manager of Memphis Kimberly Clark Emp. CU as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claims and convey unto said grantor, their heirs and assigns all right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Jerry Broxterman, covenants with the said grantor that he, the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Jerry Broxterman hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized as to do) this the 31 day of March 1975

Memphis Kimberly Clark Employees CU
Jerry Broxterman

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 31 day of March 1975 before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jerry Broxterman and me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

Louise Roberts
Notary Public

My commission expires 18 day of February 1976

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jerry Broxterman with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Manager of the Memphis Kimberly Clark Emp. CU the within named bargainer, a corporation, and that he as such Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Manager

WITNESS my hand and seal at office in Memphis, Tennessee this 31 day of March 1975

Louise Roberts
Notary Public

My commission expires 18 day of February 1976

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes P.M. 1 day of April 1975, and that the same has been recorded in Book 184 Page 345 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of April 1975.

2.50

H. P. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That J. E. McCutcheon, et ux
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 15 day of May 19 72, made and executed by Melvin E.
Sonney, et ux of Southaven, Mississippi to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 142 on page 527
of the Record of Trust Deeds, on the 22 day of May, A. D. 19 75, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

J. E. McCutcheon
J. E. McCutcheon
Evelyn McCutcheon
Evelyn McCutcheon

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority a Notary Public
in and for County and State aforesaid, J. E. & Evelyn McCutcheon who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 22 day of May, A. D. 19 75



Rose B. Loftis
Notary Public

My Commission Expires April 28, 1978

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 1 day of April 1975, and that the same has been
recorded in Book 184 Page 346 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 1 day of April 1975.

2.50

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
272 PAGE 608
THIS 14 DAY OF May 1981
H. D. [Signature]
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Steven C. Pendley and wife, Linda Pendley

of the first part, hereinafter designated as the Grantor, Floyd Ramage

Trustee, of the second part, hereinafter designated as Trustee, and

FAA Federal Credit Union #9639

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Three Thousand Eight Hundred and Fifty----- DOLLARS (\$ 3,850.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9% per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Sixty (60) equal monthly installment payments of \$79.93, beginning on April 20, 1975, and a like amount on the 20th day of each and every succeeding month thereafter until the entire principal and interest are paid in full.

Grantors reserve the right to prepay the indebtedness before maturity without penalty.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the DeSoto County

State of Mississippi, and more particularly described as follows, to-wit:

Lot 3070, Section 0, Southaven West Subdivision in Section 23 and Section 26, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 12 & 13 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

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This Deed of Trust is second, junior and inferior to that certain Deed of Trust of record on this property to National Mortgage Company; and recorded in Book 118, Page 418 of the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 883 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of March 19 75

Steven C. Pendley
Steven C. Pendley

Linda Pendley
Linda Pendley

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Steven C. Pendley and wife, Linda Pendley who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.



Given under my hand and official seal, this the 26th day of March 19 75

My Commission Expires: *April 9, 1975* *Edna E. Camp*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes 4 day of April 1975, and that the same has been recorded in Book 124 page 347 records of REAL ESTATE TRUST DEEDS

5.00

H. P. Ferguson April 1975.
CLERK

350

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 23 day of March 19 73, made and executed by Douglas Pettit
and Mary Ethel Pettit of Lake Cormorant, Ms to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 156 on page 317
of the Record of Trust Deeds, on the 26 day of March, A. D. 19 73, is now fully paid
The Hernando Bank does
and satisfied, and ~~we~~ hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 28th day of March 1975.

THE HERNANDO BANK

[Signature]
Chairman of the Board

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority E. P. Barbee, Notary Public
in and for County and State aforesaid Robert P. Cooke, Jr., Chairman of the Board of The Hernando Bank
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank after first being duly authorized and empowered to do so.
Given under my hand and seal of office this 28 day of March, A. D. 19 75
My Commission Expires: [Signature]
My Commission Expires Jan. 7, 1978
Notary Public

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
no minutes A. M. 1 day of April 1975, and that the same has been
recorded in Book 184 Page 350 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 1 day of April 1975.

Fee 2.50

[Signature]
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

201 PAGE 768

THIS 8 DAY OF July 19 76

H. D. Ferguson CHANCERY CLERK

This instrument was prepared by Jack H. Patrick, Vice Pres., Commercial & Industrial Bank, Memphis, Tennessee.

This Indenture, made by and between Eugene Frulla and wife, Jane G. Frulla

party of the first part: Jack H. Patrick party of the second part, as Trustee; and Commercial and Industrial Bank

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of _____ and State of Mississippi, to-wit:

Lot 172, in Section A of Buena Vista Lake Subdivision as shown on plat appearing of record in Plat Book 4, Pages 33-37 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8 West.

This conveyance is made in trust, however, to secure the payment of \$ 10,449.60 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Eighty Four (84) monthly installments in the amount of One Hundred Twenty Four and 40/100 Dollars (\$124.40) each; first of said installments being due and payable on April 28, 1975 one of such installments on the 28th of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness security hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers the said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby, and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."



Witness the signature of the party of the first part, on this 27 day of May, 19 75

James S. Rebits

Eugene Frulla Eugene Frulla Jane G. Frulla Jane G. Frulla

352



STATE OF Tennessee
COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Eugene Frulla and wife, Jane G. Frulla

who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 27 day of Mar 19 75

James S. Curtis
Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 1 day of April 1975, and that the same has been recorded in Book 184 Page 351 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of April 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK



Divisional Office
100 North Main Street
P.O. Box 100
Memphis, Tennessee
Phone: 401-1150

TRUST DEED

FROM

Eugene Frulla & wife, Jane

TO

Jack H. Patrick
FOR THE USE OF

Commercial & Industrial Bank

STATE OF MISSISSIPPI

County of DeSoto

H. P. Ferguson

of the Chancery Court and ex-officio Recorder
County and State aforesaid, do hereby certify
within instrument of writing was filed for record

office on the 1 day of April

A.D. 1975 at 11 o'clock A.M., and

this day duly recorded in Trust Deed Record

Page _____

WITNESS my hand and official seal, this

_____ day of _____

TITLE INSURANCE is the only guarantee
protection against real estate title

MTC form 0017

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 198 Page 357
This the 12 day of April 1976

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 186 Page 205
This the 30 day of May 1975

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Op-
tional. Section 1516, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 12 day of April, 1975,
by and between

PHILLIP R. GERMANO and wife, VICKI R. GERMANO,

G. L. OATES, hereinafter called the Grantor;
, hereinafter called the Trustee, and

WORTMAN & MANN, INC., a corporation organized
and existing under the laws of The State of Mississippi, having its principal office and
post-office address at 444 North State St., Jackson, Mississippi, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DESOTO, State of Mississippi, to wit:

Lot 1257, Section "F", Greenbrook Subdivision,
according to plat of same of record in Plat
Book 9, Pages 46 through 49, in the office of
the Chancery Clerk of DeSoto County, Mississippi,
and being a part of Section 19, Township 1 South,
Range 7 West, DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have
been used entirely to pay all or a part of the purchase price of the above
described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

Instrument Recorded in
Book
Page 226
April 1976
J. S. J. 11500
D.S.

RECORDED IN BOOK
457
DAY OF July
11.15.1976
J. S. J. 11500
D.S.

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY-FIVE THOUSAND NINE HUNDRED----- Dollars (\$ 35,900.00), with interest from date at the rate of eight per centum (8.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of WORTMAN & MANN, INC., 444 North State Street, Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED SIXTY-THREE & 51/100 Dollars (\$ 263.51), commencing on the first day of May, 19 75, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure of the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part hereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Phillip R. Germano
PHILLIP R. GERMANO
Vicki R. Germano
VICKI R. GERMANO

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me in and for said County, the within named PHILLIP R. GERMANO and VICKI R. GERMANO, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 1st day of April, 1975.



E. M. McLenow Elder
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 2 day of April 1975, and that the same has been recorded in Book 184 Page 353 of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

PARTIAL RELEASE

For value received, the undersigned Edward Lee Whitten, Sr., the lawful holder of an indebtedness secured by a certain Deed of Trust to Cinclair May, Trustee, for the use and benefit of Edward L. Whitten, Sr., dated January 15, 1968 and recorded in Book 99, Page 344 of the Records of the Real Estate Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, hereby releases and discharges the lien of the aforesaid Deed of Trust as to the following property:

That certain property described in Warranty Deed of record in Book 116, Page 643 of the deed records of DeSoto County, Mississippi.

But this is a Partial Release and as to remaining property described in the aforesaid Deed of Trust not heretofore released, the lien of said Deed of Trust is to remain in full force and effect.

The Clerk of the Chancery Court of aforesaid County is hereby authorized and directed to refer to this Partial Release by proper notation on the margin of said Deed of Trust.

WITNESS my signature this the 18th day of March, 1975.

Edward Lee Whitten, Sr.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, the within named Edward L. Whitten, Sr., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this the 18th day of March, 1975.

MY COMMISSION EXPIRES:

Lane G. Davis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 1 day of April, 1975, and that the same has been recorded in Book 184 Page 357 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of April, 1975.

2.50

H. P. Ferguson

PARTIAL RELEASE

For value received, the undersigned Mamie Entrikin, the lawful holder of an indebtedness secured by a certain Deed of Trust to Joel P. Walker, Trustee, for the use and benefit of Miss Mamie Entrikin dated January 10, 1970 and recorded in Book 117, Page 584 of the Records of the Real Estate Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, hereby releases and discharges the lien of the aforesaid Deed of Trust as to the following property:

That certain property described in Warranty Deed of record in Book 116, Page 643, of the deed records of DeSoto County, Mississippi.

But this is a Partial Release and as to remaining property described in the aforesaid Deed of Trust not heretofore released, the lien of said Deed of Trust is to remain in full force and effect.

The Clerk of the Chancery Court of aforesaid County is hereby authorized and directed to refer to this Partial Release by proper notation on the margin of said Deed of Trust.

WITNESS my signature this the 18th day of March, 1975.

Mamie Entrikin

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, the within named Mamie Entrikin, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as her free and voluntary act and deed for the purposes therein expressed.



Given under my hand and official seal of office this the 18th day of March, 1975

Law G. Daniels
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P.M. day of April, 1975, and that the same has been recorded in Book 189 Page 358 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 3 day of April, 1975.

Fee 2.50

H. P. Ferguson

Paid, Satisfied and Cancelled

This 2nd day of Feb. 1976

359

De Soto Title Co., Inc. Trustee
by George S. W. ... Pres.

Attest
H. P. Ferguson
Chancery Clerk
B. P. Woolfall, P.C.

DEED OF TRUST

This indenture made this 26th day of March, 1975 between Loretta L. Simmons

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 2,450.00, evidenced by one promissory note of even date due and repayable in 48 equal monthly installments of \$ 59.82, ~~with one~~ ~~installment of \$xxx~~, the first installment due the 1st day of June, 1975, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 134 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 6 6 7, Township 3, Range 9.

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or all costs on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Marta Boyer

Loretta L. Simmons

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Loretta L. Simmons, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 26th day of March, 1975.

Jane W. Zachary
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock ~~no~~ minutes P.M. 1 day of April 1975, and that the same has been recorded in Book 184 Page 359 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees 2.50

H. P. Ferguson CLERK

360

CANCELLED BY AUTHORITY RECORDED IN BOOK
186 PAGE 252
THIS 4 DAY OF June 1975
H. D. Ferguson
CHANCERY CLERK

2.50
406875

REAL PROPERTY AGREEMENT

In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of \$ 1053.34, evidenced by a note executed by the undersigned and bearing date of March 6, 1975, said loan representing costs of improvements on the following described property in Desoto Co. County, State of Mississippi, to-wit:

Lot No. 315 Sec C in Brookhollow subdivision. Subdivision plat recorded in plat book No. 108 page No. 494.

In the absence of the above information, use legal description of property.

the undersigned agree(s) not to sell, convey or further encumber in any manner whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes.

DATE: March 6, 1975

Witness: Marsha Genin

Signed: Daniel A. Wilson

Witness: _____

Signed: _____

STATE OF Tenn.

COUNTY OF Shelby

On this the 6 date of March 19 75, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Daniel A. Wilson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed, signed and delivered the foregoing instrument on the day and year therein mentioned as his free act and deed and for the consideration and purpose therein mentioned and set forth.

Witness my hand and seal at office the day and year above written.

My commission expires _____

W.C. Williams
(Notary Public)

This instrument prepared by W.C. Williams First National Bank of Memphis.

F305 (Rev. 4/72)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. day of April 1975, and that the same has been recorded in Book 184 Page 360 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal at office the 3 day of April 1975.

2.50

H. D. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
219 PAGE 78
THIS 2 DAY OF Dec. 19 77

250
406916

REAL PROPERTY AGREEMENT

In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of \$ 1977.12, evidenced by a note executed by the undersigned and bearing date of Mar. 1975, said loan representing costs of improvements on the following described property in Desoto County, State of Mississippi, to-wit:

Lot No. 113-SECTION B DESOTO WOODS subdivision. Subdivision plat recorded in plat book No. 6 page No. 8 SECTION 1, TOWNSHIP 2 RANGE 8

In the absence of the above information, use legal description of property.

the undersigned agree(s) not to sell, convey or further encumber in any manner whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes.

DATE: 3-4-75
Witness: James L. Treat Signed: Thomas M. Johnson
Witness: James L. Treat Signed: Bryon Johnson

STATE OF TENN COUNTY OF SHELBY

On this the 4 date of MARCH, 19 75, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared THOMAS M. JOHNSON MARY W. JOHNSON to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed, signed and delivered the foregoing instrument on the day and year therein mentioned as THEIR free act and deed and for the consideration and purpose therein mentioned and set forth.

Witness my hand and seal at office the day and year above written.

My commission expires 3-5-77 James L. Treat
(Notary Public)

This instrument prepared by James L. Treat, First National Bank of Memphis.

F-305 (Rev. 11-13-70)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 2 day of April 1975, and that the same has been recorded in Book 184 Page 361 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 3 day of April 1975.

2.50
H. P. Ferguson CLERK

362

2.50
362321

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Real Property Agreement executed by Raymond and Volna Jones to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page _____ of Book Number _____ of the Record of Deeds or Deeds of Trust in your office.

This 19 day of March, 19 75.

THE FIRST NATIONAL BANK OF MEMPHIS
By Marie Jordan
Marie Jordan Operations Officer

STATE OF TENNESSEE)
) SS
SHELBY COUNTY)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Marie Jordan Operations Officer who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this 19 day of March, AD, 19 75.

Alma L. Liggard
Notary Public
MY COMMISSION EXPIRES NOV. 27, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. day of April, 1975, and that the same has been recorded in Book 184 Page 362 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 3 day of April, 1975.

Fee 2.50

H. P. Ferguson CLERK

H. B. Ferguson
CHANCERY CLERK

363

3.00 407100

This Indenture, made by and between HENRY HUGH WALKER, JR. and wife,
MARY ELIZABETH WALKER

party of the first part; TROY BARRON party of the second part, as Trustee; and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DESOTO and State of Mississippi, to-wit:

Lot 282, Section B, Brook Hollow Subdivision in Section 24, Township 1 South, Range 8 West as per plat thereof in Plat Book 7, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is hereby made for a more particular description of the property.

This conveyance is made in trust, however, to secure the payment of \$ 7,999.80, evidenced by the following promissory notes of even date herewith: executed by the parties of the first part in the above amount, payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS in 60 installments of \$133.33 each, the first of said installments being due and payable April 20, 1975 and the remainder of said installments being due and payable on the 20th day of each month thereafter until the note is fully paid.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other deed hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 14th day of March, 19 75

Handwritten signatures of the first part

Henry Hugh Walker, Jr.
HENRY HUGH WALKER, JR.
Mary Elizabeth Walker
MARY ELIZABETH WALKER

364

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

HENRY HUGH WALKER, JR. and wife, MARY ELIZABETH WALKER

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act, and deed.

Given under my hand and seal this the 14 day of March, 19 75

My Commission expires: MY COMMISSION EXPIRES AUG. 2, 1985

J. J. Munday
Notary Public.

NO-TG# RS

Return to: Troy Barron, Timepay Dept., First Natl. Bank, Memphis

Mail Tax Bills to: (persons responsible for payment):
Mr. & Mrs. Henry Hugh Walker, Jr.
2096 Hillbrook Drive
Southaven, Mississippi

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE
TRUST DEED

FROM

TO

FOR THE USE OF
Trustee

STATE OF MISSISSIPPI
County of DeSoto

H. P. Ferguson Clerk
of the Chancery Court and ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the 3
day of April A.D. 19 75

and O. V. Street, A. M., and has been this day
duly recorded in Trust Deed Record _____
Page _____

WITNESS my hand and official seal, this
_____ day of _____ 19 _____

TITLE INSURANCE is the only guaranteed
protection against real estate title losses.

*pd. 3.00
9.7.8
Barron's
Memphis, Tennessee*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 2 day of April 1975, and that the same has been
recorded in Book 184 Page 363 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$ 3.00 pd.

SEAL *H. P. Ferguson*, CLERK

THIS 6 DAY OF Sept 1977

H. A. Ferguson
CHANCERY CLERK

3.10 407228

This Indenture, made by and between RICHARD E. SMITH and wife, MILDRED A. SMITH

party of the first part; TROY BARRON party of the second part, as Trustee; and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DESOTO and State of Mississippi, to-wit:

Lot 307, Section C, Brook Hollow Subdivision, as shown on plat of record in Plat Book 7, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is hereby made for a more particular description of the property.

This conveyance is made in trust, however, to secure the payment of \$2,958.12, evidenced by the following promissory notes of even date herewith: executed by the parties of the first part in the above amount, payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS in 36 installments of \$82.17 each, the first of said installments being due and payable May 2, 1975 and the remainder of said installments being due and payable on the 2nd day of each month thereafter until the note is fully paid.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be compiled with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expense of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails to do so, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party or any holder or holders of said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 19 day of March, 19 75

Hal Hovess
Hal Hovess

Richard E. Smith
Mildred A. Smith
RICHARD E. SMITH
MILDRED A. SMITH

366

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

RICHARD E. SMITH and wife, MILDRED A. SMITH

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 19 day of March, 1975.

My Commission expires: Aug-9, 1975
J. J. Munday
Notary Public.

NO TG# RS

Return to: Troy Barron, Timepay Dept., First Natl. Bank, Memphis

Mail Tax Bills to: (persons responsible for payment):

Mr. & Mrs. Richard E. Smith
6240 James Brooks Drive
Southaven, Mississippi

TRUST DEED

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

FROM

TO

FOR THE USE OF

Trustee

STATE OF MISSISSIPPI

County of De Kalb

H. P. Ferguson Clerk
of the Chancery Court and ex-officio Recorder
for the County and State aforesaid, do hereby
certify that the within instrument of writing
was filed for record in my office on the 3
day of April A.D. 1975

at 10 o'clock A. M., and has been this day
duly recorded in Trust Deed Record

Page

WITNESS my hand and official seal, this

day of _____ 19__

Clerk

TITLE INSURANCE is the only guaranteed
protection against real estate title losses.

pd. 3.00 2-7-8

Box 84
Memphis, Tennessee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 2 day of April 1975, and that the same has been
recorded in Book 184 Page 365 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$ 3.00 pd.

SEAL *H. P. Ferguson* CLERK

Assignment of this instrument recorded in
Real Estate TID Book
No. 198 Page 348
This the 12 day of June 1976

Assignment of this instrument recorded in
Real Estate TID Book 367
No. 185 Page 177
This the 24 day of April 1975

DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of March, 1975, among the
Grantor, Russell Callahan, Jr. and wife, Laura Louise Callahan

G. L. Oates (herein "Borrower"),
and the Beneficiary Wortman and Mann, Inc. (herein "Trustee"),
organized and existing under the laws of the State of Mississippi, a corporation
whose address is
P. O. Box 1571, Jackson, Mississippi 39205 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
of DeSoto, State of Mississippi:

Lot 16, Section "A", Pleasant Hill Estates East Subdivision, in
Section 7, Rowship 2, Range 6 West, DeSoto County, Mississippi,
as shown by plat appearing of record in plat book 11, page 4-8,
in the office of the Chancery Clerk of DeSoto County, Mississippi.

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN BOOK

1276 - 243

2001

W. E. Davis

CHANCERY CLERK

W. E. Davis

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights,
appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply
such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together
with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred
to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date
herewith (herein "Note"), in the principal sum of Twenty-Eight Thousand & 00/100-- Dollars,
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-
edness, if not sooner paid, due and payable on April 1, 2005; the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant
and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-
ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—PHLMC—12/71—1 to 4 Family

Magna Mtg Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate TID BOOK
NO. 984 PAGE 47
THIS THE 30 DAY OF March 1998
W. E. Davis
CHANCERY CLERK

Magnolia Fed. Bank for Savings
Assignment of this instrument recorded in
Real Estate TID Book
No. 510 Page 569
This the 12th day of June 1990
W. E. Davis Clerk
W. E. Taylor, D. C.

W. E. Davis
CHANCERY CLERK

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recording hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Russell Callahan, Jr.
Russell Callahan, Jr. —Borrower

Laura Louise Callahan
Laura Louise Callahan —Borrower

1550 Rolling Hills Dr.
Olive Branch, Mississippi
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Russell Callahan, Jr. and wife, Laura Louise Callahan who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 31st day of March, A.D., 1975.

My Commission expires:

9-25-78

D. B. Bridges
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. 3 day of April 1975, and that the same has been recorded in Book 184 Page 367 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$ 5.00 nil.

CLERK *H. P. Ferguson*

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L A N D

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ROBERT G. ALEXANDER, JR., AND WIFE, PATRICIA ANN ALEXANDER

of the first part, hereinafter designated as the Grantor,

Allen B. Couch Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK, of the third part, hereinafter designated as the Beneficiary,
SOUTHAVEN

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

SEVEN THOUSAND EIGHT HUNDRED AND 42/100 -----DOLLARS

(\$ 7, 842.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of _____ per centum per _____ annum after

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

Rd. 4 P.A.A. Rd. 4 P.A.A.
Sixty (60) monthly installments of \$130.70
each, beginning on the 20th day of May, 1975,
and the 5th of each month thereafter until
such note is paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

Lot 266, Section A-1, Southaven Subdivision,
in Section 14, Township 1 South, Range 8 West,
as per plat thereof which is recorded in Plat
Book 2, Pages 41 and 42, in the office of
the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 558 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, or property, or upon the interest of the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or beneficiary, or upon the rendering of any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural number shall include the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26 day of March, 1975

Robert G. Alexander
Patricia Ann Alexander

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named **ROBERT G. ALEXANDER AND PATRICIA ANN ALEXANDER** who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 7 day of April, 1975

My Commission Expires: _____
My Commission Expires September 7, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 2 day of April 1975, and that the same has been recorded in Book 184 Page 371 of said County, RECORDS OF REAL ESTATE TRUST DEEDS

5.00
3
H. G. Ferguson Clerk

374
Paid, Settled and Cancelled
This 13 day of April 1975
Security Bank of Hernando
L. S. D.

Mississippi Bankers Association
Form No. 1005
L. S. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between A. NOLAN DENSON AND
WIFE, RUBY ANN DENSON

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

Security Bank of Hernando of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FIVE THOUSAND ONE HUNDRED FIFTY FIVE AND 20/100-----DOLLARS
(\$ 5,155.20) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Payable in 24 equal monthly installments of \$214.80 each, the
first of said installments being due and payable on or before the 20th day
of April, 1975, with a like installment being due and payable on or before
the 20th day of each succeeding month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO:

State of Mississippi, and more particularly described as follows, to-wit:

TRACT I: Part of the North Half of the South Half of the Northwest
Quarter of Section 29, Township 3 South, Range 7 West in DeSoto
County, Mississippi; described as Beginning at the Southeast
corner of the North Half of the Northwest Quarter of said section
29; thence South 3 degrees 40 minutes East a distance of 413.3
feet to the point of Beginning; thence continuing South 03 degrees
40 minutes East 252.9 feet to a point; thence South 84 degrees

56 minutes West 1203.5 feet to a point; thence North 12 degrees 42 minutes West 156.7 feet to a point; thence North 84 degrees 56 minutes East 217.8 feet to a point; thence North 12 degrees 42 minutes West 102.5 feet to a point; thence North 84 degrees 56 minutes East 1162.3 feet to the point of beginning. Containing 6.6 acres, more or less.

TRACT II: Part of the North Half of the South Half of the Northwest Quarter of Section 29, Township 3 South, Range 7 West, DeSoto County, Mississippi; more fully described as follows: Beginning at the Southeast Corner of the North Half of the Northwest Quarter of Section 29, Township 3 South, Range 7 West; thence South 3 degrees 40 minutes East a distance of 413.3 feet to a point; thence South 84 degrees 56 minutes West a distance of 1162.3 feet to the point of beginning; thence continuing South 84 degrees 56 minutes West 217.8 feet to a point; thence South 12 degrees 42 minutes East a distance of 102.5 feet to a point; thence North 84 degrees 56 minutes East 217.8 feet to a point; thence North 12 degrees 42 minutes West 102.5 feet to the point of beginning; containing 0.5 acres.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 29 day of March 1975.



A. Nolan Denson
A. NOLAN DENSON
Ruby Ann Denson
RUBY ANN DENSON

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

A. Nolan Denson and wife, Ruby Ann Denson who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 29 day of March 1975.
My Commission Expires: My Commission Expires May 18, 1977
William H. Engel
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
no minutes A. M. 3 day of April 1975, and that the same has been
recorded in Book 184 Page 374

5.00
3
April
W. H. Ferguson Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
C. LADELL WALDON and wife, JUDITH R. WALDON,
of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of SEVENTEEN THOUSAND THREE HUNDRED SEVENTY-NINE AND NO/100----- DOLLARS (\$ 17,379.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in sixty (60) monthly installments of principal and interest in the amount of TWO HUNDRED EIGHTY-NINE AND 65/100 DOLLARS (\$289.65) each, with the first of said monthly installments being due and payable on or before May 5, 1975, and one of said monthly installments being due and payable on or before the same day of each succeeding month thereafter, until all of said indebtedness shall be paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Seven (7), Township Two (2), Range Six (6), State of Mississippi, and more particularly described as follows, to-wit:

Lot 5 in Section A of Pleasant Hill Estates East Subdivision as shown by plat appearing of record in Plat Book 11, Pages 4 through 8, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 825
THIS 1st DAY OF March 1977
H. D. Ferguson
CHANCERY CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, he and becomes at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either of the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 28th day of March, 1975.

C. LaDell Waldon
C. LADELL WALDON
Judith R. Waldon
JUDITH R. WALDON

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named C. LADELL WALDON and wife, JUDITH R. WALDON, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of March, 1975.
My Commission Expires: My Commission Expires Jan. 7, 1978
Elvis M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A.M. 3 day of April 1975, and that the same has been
recorded in Book 1843 Page 377 of REAL ESTATE TRUST DEEDS

5.00

H. P. Ferguson
1975.

RELEASE

In consideration of the full payment of all indebtedness mentioned in and secured by the certain deed of trust, executed by Margaret S. Mahoney and _____ to _____, Trustee for the benefit of _____, dated 1/02/75 recorded in Book 182, Page 345, of the Records of Mortgages and Deeds of Trust on Lands in Desoto County, Mississippi, which deed of trust and the indebtedness therein described and secured are now owned by the undersigned, the lein of said deed of trust is hereby released and discharged.

The indebtedness secured by said deed of trust has never been assigned by the undersigned to anyone and has now been fully paid.

The Clerk of the Chancery Court of said County, or any of his Deputy Clerks, is hereby authorized and directed to satisfy and cancel said instrument of record in his office.

Witness the signature and seal of the undersigned by its duly authorized officer, this the 28th day of March, 1975.

So Far

 President

STATE OF Mississippi
 COUNTY OF Desoto

On this 28th day of March, 1975, before me, the undersigned, a Notary Public within and for said State and County, duly qualified, commissioned and acting, appeared in person the within named Jack H. Patrick, to me personally well known, who stated that he is Vice President of C & I Bank, a corporation, and is duly authorized to execute the foregoing instrument for and in the name and on behalf of said corporation, further stated and acknowledged that he so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Witness whereof, I hereunto set my hand and official seal this 28th day of March, 1975.

James S. Peltis

 Notary Public

My Commission Expires:

 MY COMMISSION EXPIRES MARCH 10, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 3 day of April 1975, and that the same has been recorded in Book 184 Page 380 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of April 1975.

2.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED
216 PAGE 455
THIS 30 DAY OF April 1975
H. D. [Signature]
CHANCERY CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date 5-17-75	Final Payment Date 1-2-78	Loan Number	Date of Note 4-2-75	No. of Payments 36	Am't of Each Part 112.00
Agreed Rate of Chg. 20.34	Cash to Borrower 2997.50	Recording Fee 2.50	Vehicle Ins. Premium	Household Goods Insurance Premium	
Accident & Health Insurance Premium	Life Ins. Premium	Prin. Am't of Loan 3000.00	Interest and Charges 1032.00	Amount of Note 4032.00	

(GRANTORS)
(Names and Addresses)

Rebecca Cox
Joe Allen Cox
6358 Augusta Cove
Southaven, Ms

(GRANTEE)

COMMERCIAL CREDIT PLAN, Inc.
a Tennessee Corporation hereafter called
Commercial Credit Plan, Inc.
4466 Elvis Presley Blvd,
Memphis,
Tennessee
MISSISSIPPI

THIS DEED OF TRUST made the date indicated immediately above the signatures line at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

- Grantors are indebted to Commercial Credit Plan, hereinafter called Grantee for the amount of money shown in the block "Amount of Note" above, payable in installments in amounts and at times shown above.
- For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.
- This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurances, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of trust of record at the expense of Grantors, otherwise to remain in full force and effect.
- Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said Realty.
- Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war, damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the amount of insurance payable clause, making all losses, if any, payable to Grantee, its successors or assigns, as its interest shall appear, and shall be delivered to the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.
- If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then the whole amount remaining unpaid on said promissory note shall, at the option of Grantee become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is W. F. McLemore and
No. 114 Florence Street, Hattiesburg

Forrest County, Mississippi. Grantee is empowered hereby to appoint substitute and/or successor Trustee from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desota and State of Mississippi described as:
Lot 3032 Section 6 in Southaven Subdivision covers Sections 23 & 26 township 1 South Range 8 West as shown by the Plat recorded in Plat book 5, Page 12 & 13 in the office of the Chancery Clerk of Desota County Ms

Liens or Encumbrances against Realty (If none, insert "None") National Mortgage

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this April 2, 1975
Signed, sealed and delivered in the presence of:

[Signature] Joe Allen Cox (Seal)
[Signature] Rebecca Cox (Seal)
(See over for Acknowledgment)

ACKNOWLEDGMENT

STATE OF ^{TN}MISSISSIPPI, COUNTY OF Shelby, TO WIT:

That on this 2nd day of April, 19 75, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Joe ALLEN COX and Rebecca COX

the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that they executed and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

My Commission expires 4-20-76

J.P. Peavey
Notary Public.

(Notarial Seal)



Received for record this _____ day of _____ at _____ of _____ Commercial Trust Co (Land) To Joe ALLEN COX Rebecca W.T. W Forest Co

DEED OF

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 3 day of April 1975, and that the same has been recorded in Book 184 Page 381 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

THIS 13 DAY OF Aug 19 1925

H. S. Ferguson CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 702, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except None

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

\$ 26,600.00 Twenty Six Thousand, Six Hundred Dollars due 12-25-75

together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure the renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March, 19 75

First Realty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 25 day of March, 19 75

O. B. Bridgely Notary Public

My Commission Expires 9-25-78

By	of	Page	and the st	on the	was filed	County, h	I, the	COUNTY	STATE

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 3 day of April 1975, and that the same has been
recorded in Book 184 Page 383 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$ 3.50 P.P.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

188 PAGE 255

THIS 25 DAY OF July 19 25

H. S. Ferguson
CHANCERY CLERK

385

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation,

hereinafter designated "Grantor," conveys and warrants to Rowan H Taylor

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 703, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:
(\$ 25,000.00 Twenty Five Thousand Dollars due 12-25-75
together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March 19 75

First Realty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 25th day of March 19 75
[Signature] Notary Public
My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 3 day of April 1975, and that the same has been recorded in Book 184 Page 385 Records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of April 1975.
Fees \$ 3.50 pd.
H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
188 PAGE 191

THIS 23 DAY OF July 19 25
W. B. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
184 PAGE 627

THIS 14 DAY OF April 19 25
W. B. Ferguson
CHANCERY CLERK

387

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 774, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 24,400.00 Twenty Four Thousand, Four Hundred Dollars due 12-25-75
together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insured on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March, 19 75

First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 25 day of March, 19 75
[Signature] Notary Public
 My Commission Expires 9-25-78

By	of	Page	and the	on the	was filed	County,	I, the	COUNTY	STATE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 3 day of April, 1975, and that the same has been recorded in Book 184 Page 387 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of April, 1975.

Fees \$ 3.50 pd.

SEAL [Signature] CLERK

H. J. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 777, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 25,200.00 Twenty Five Thousand, Two Hundred _____ Dollars due 12-25-75

together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 886 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March, 19 75

First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein-mentioned.

Given under my hand and official seal, this 25th day of March, 19 75
[Signature] Notary Public
 My Commission Expires 25-78

STATE	MISSISSIPPI
COUNTY	DESOTO
I, the	By
County,	of
was filed	Witness
on the	Page
and the	and the

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 3 day of April 1975, and that the same has been
 recorded in Book 184 Page 389 Records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 3 day of April 1975.
 Fees \$ 3.50 pd.
H. P. Ferguson, CLERK

192 PAGE 94

16 DAY OF October 19 75

H. J. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 778, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:
(\$25,200.00) Twenty Five Thousand, Two Hundred Dollars due 12-25-75

together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March, 19 75

First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 25th day of March, 19 75
[Signature] Notary Public
 My Commission Expires 3-25-78

By	of	Page	and the	on the	was filed	County	1, th	COUNTY	STATE

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 3 day of April 1975, and that the same has been
 recorded in Book 184 Page 391 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 3 day of April 1975.
 Fees \$3.50 pd.
 SEAL H. P. Ferguson CLERK

W. D. Ferguson
 CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 799, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

Its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(24,400.00) Twenty Four Thousand, Four Hundred Dollars due 12-25-75
 together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March, 1975

First REalty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 25 day of March, 1975

AB Bridgforth Notary Public
My Commission Expires 3-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 3 day of April 1975, and that the same has been
recorded in Book 184 Page 393 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$ 3.50 pd.

H. P. Ferguson CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First REalty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H Taylor

as Trustee, the following described property, located in _____

DeSoto County, Mississippi, to-wit:

Lot 804, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except NONE

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 25,200.00) Twenty Five Thousand, Two Hundred Dollars due 12-25-75
together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

CANCELLED BY AUTHORITY RECORDED IN BOOK
184 PAGE 622
THIS 14 DAY OF April 19 25
H. S. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 806, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

\$ 25,200.00 Twenty Five Thousand, Two Hundred Dollars due 12-25-75

together with inte rest accrued thereon.

bearing interest at the rate of 10 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

CANCELLED BY AUTHORITY RECORDED IN BOOK
193 PAGE 519
THIS 1 DAY OF Dec 19 25
H. S. Ferguson
CHANCERY CLERK

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March, 19 75

First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 25 day of March, 19 75
[Signature] Notary Public
 My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 3 day of April, 1975, and that the same has been
 recorded in Book 184 Page 397 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 3 day of April, 1975.
 Fees \$ 3.50 pd.
H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
- 186 PAGE 331
THIS 6 DAY OF June 19 75
H. D. Ferguson
CHANCERY CLERK

399

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 819, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat there of recorded in plat book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except

none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 24,400.00) Twenty Four Thousand, Four Hundred Dollars due 12-25-75
together with interest accrued thereon.

bearing interest at the rate of 10 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 25th day of March, 1975

First Realty Building Corporation

BY: Charles E. Downs
Charles E. Downs, President

STATE OF MISSISSIPPI,)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 25 day of March, 1975

[Signature] Notary Public
My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY)
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 3 day of April 1975, and that the same has been
recorded in Book 184 Page 399 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 3 day of April 1975.
Fees \$3.50

H. P. Ferguson, CLERK

JOHN C. CALHOUN, ATTORNEY
365 - 1907 743 - 8936

MARSHALL S. ESTES and wife VIRGINIA E. ESTES

This Indenture, made by and between

DON HOBSON

party of the first part,

JAMES HUGH HAMILTON and wife MARLENE HAMILTON

party of the second part, as Trustee, and

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DESOTO and State of Mississippi, to-wit:

1270 COLONIAL HILLS

Lot 2020, Section 1, SOUTHAVEN WEST SUBDIVISION, in Section 23, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 3, Pages 42 and 43 of the Chancery Court Clerk's Office, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

This conveyance is made in trust, however, to secure the payment of \$ 3,100.00, evidenced by the following promissory notes of even date herewith: \$3,100.00 bearing 8 % interest. Interest to begin March 1 1976 First Note due and payable July 1 1978

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgage's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney, then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 7th day of MARCH, 1975

Marshall S. Estes
MARSHALL S. ESTES

Virginia E. Estes
VIRGINIA E. ESTES

STATE OF TENNESSEE
 COUNTY OF SHELBY }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
MARSHALL S. ESTES and wife, VIRGINIA S. ESTES
 who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their
 voluntary act and deed.

Given under my hand and seal this the 7th day of MARCH, 1975

My Commission Expires:
JANUARY 19, 1977

John C. Calhoun
 Notary Public.

3.50 pd

Division of
 100 North Main Building
 P.O. Box 3073
 Memphis, Tennessee 38103
 Phone (901) 325-4343

RECORDED

Treasurer

Recorder for the
 by certify that the
 id for record in my

and has been
 record

at this

19

Clerk

only guaranteed
 title losses.

STATE OF MISSISSIPPI, DESDTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 3 day of April 1975, and that the same has been
 recorded in Book 184 Page 401 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 3 day of April 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

REC FORM 0017

404

CANCELLED BY AUTHORITY RECORDED IN BOOK

192 PAGE 405
THIS 31 DAY OF October 1975

H. J. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

BOYD B. GREENE and wife, CLARA VIRGINIA GREENE,
of the first part, hereinafter designated as the Grantor,

H. R. Garner, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TEN THOUSAND AND NO/100 - - - - - DOLLARS
(said note providing for possible future advances up to \$32,500.00),
(\$10,000.00) evidenced by one (1) promissory note / of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before August 15, 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

(Property Description Attached.)

Lot No. 1, Mussacuna Plantation, Section 26, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as:

BEGINNING at the Northeast Corner of the Southeast Quarter of the said Section 26, this being the Point of Beginning; thence South 0° 00' 00" West 1,980.00 feet; thence South 89° 48' 19" West 719.55 feet; thence North 0° 00' 00" East 605.00 feet; thence North 67° 13' 00" East 139.28 feet; thence North 89° 48' 19" East 380.42 feet; thence North 0° 00' 00" East 721.74 feet; thence North 23° 31' 46" West 438.36 feet; thence South 89° 48' 19" West 330.00 feet; thence North 0° 00' 00" East 200.00 feet; thence North 89° 48' 19" East 715.05 feet to Point of Beginning; containing 20.38 acres, more or less, as shown on attached survey of Robert E. McCaskill, P. E., dated January 7, 1975;

ALSO: Grantor herein conveys unto Grantee one-fourth (1/4) interest in and to all minerals, in, on and under the above described land; and, Grantor hereby conveys unto Grantee a 50-foot perpetual right-of-way and 25-foot easement over and across her adjoining property for the purposes of ingress and egress, as shown on attached survey plat of Mussacuna Plantation, Boyd B. Greene, P. E., dated January 3, 1975.

SUBJECT TO: Subdivision and Zoning rules and regulations of DeSoto County Planning Commission; Requirements of DeSoto County Health Department; Rights-of-Way and Easements for public roads and public utilities; and, Easements to Cane-Mussacuna Drainage District recorded in Right-of-Way Deed Book 80, Page 266 and Book 80, Page 268 in the Office of the Chancery Clerk of said county.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 3rd day of April, 1975.

Boyd B. Greene
Boyd B. Greene
Clara Virginia Greene
Clara Virginia Greene

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named **BOYD B. GREENE and wife, CLARA VIRGINIA GREENE,** who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of April, 1975.

My Commission Expires: April 3, 1979 *Thas B. Hays*
Notary Public

(SBAL)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes 7 P. M. 3 day of April 1975, and that the same has been recorded in Book 184 Page 404 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April 1975.

5.00 pd.

H. G. Ferguson on Clem

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.

LOAN NO. 12078
AMOUNT OF LOAN \$11,400.00
AMOUNT OF INTEREST 5,097.94
AMOUNT OF SERVICE CHARGE 0

1547 State Line Road
Southaven, Mississippi 38671

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 2nd day of April, 19 75 by and between
Dennis Chester Kerr and Diane Kerr
his wife, hereinafter called the Grantor; Robert Q. Whitwell
hereinafter called the Trustee; and Avco Financial Services of Mississippi, Inc.
having his principal office and post office address at 1547 State Line Road, Southaven, Mississippi 38671
(Street) (City) (State)
hereinafter called the Beneficiary;

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Eleven Thousand Four Hundred
Dollars (\$11,400.00), evidenced by a Loan Agreement and/or promissory note; hereinafter referred to as "Note", dated
April 2, 1975, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in
60 monthly installments of \$ 190.00 commencing on the 22nd day of May, 19 75 and like payments
on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after
maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may
become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and
property, together with all hereinafterments and appurtenances thereunto appertaining, lying, and being situated in the city or town of
Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 488, Section E, in Carriage Hills Subdivision Section 23, Township 1 South,
Range 8 West as shown by the plat recorded in Plat Book 4, Pages 17 and 18,
in the Office of the Chancery Clerk of DeSoto County.

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, front sails and blinds, and heating,
lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this
Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent
permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof,
this conveyance shall be void, otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at
maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his
successor or assigns, whether or not all of said indebtedness shall have become due, sell, in public outcry, to the highest bidder for cash, within the legal
hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which
said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some
newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice
thereof for said time, at said courthouse at which said property is to be sold, and out of the proceeds of such sale, the lawful costs and expenses of foreclosure
and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount
shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount
remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein and lastly, any balance remaining shall be paid to Grantor.
Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent of the lesser of the total of payments or fair market value of the property from loss by fire and
windstorm, and from such other casualties as may be required by said Beneficiary, its successor and assigns, for the benefit of the said Beneficiary and payable to it
in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of
the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not, and that all
taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the
Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make
payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be
applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event
Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain
such insurance and pay all such taxes and other charges, either or all, and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall
be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said
Beneficiary from the proceeds of any sale of said property herein authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time,
to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or
otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to
any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and
Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is
subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to
the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire
indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such
extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall
have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise,
in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary
by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of
Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to
appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any
cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or
to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of
them, shall for any reason desire so to do, if there be more than one trustee, either or both Trustees may execute the powers conveyed to the trustee under
this trust deed.

Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

[Signature]

[Signature]

Brenda K. Deeman

Signature of Grantor **Dennis Chester Kerr** (I.S.)

[Signature]

Signature of Grantor **Diane Kerr** (I.S.)

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named **Dennis Chester Kerr** and **Diane Kerr** his **wife** who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 2 day of April, A.D., 19 75.



(SEAL)

[Signature]
Notary Public My Commission Expires August 24, 1975

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____

_____ one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposeth and saith that he saw the within named _____ and _____, his _____, whose name (s) (are) subscribed thereto, sign and deliver the same to _____, that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____, his _____, and _____ the other subscribing witness; that he saw _____ the other subscribing witness, subscribe his name as witness thereto in the presence of the said _____ and _____, his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____, A.D., 19 _____

(SEAL)

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, 19 _____, personally appeared the above named _____

known to me to be the Assignor, who executed the above assignment and acknowledged the foregoing instrument to be (his) (her) free and voluntary act and deed.

Given under my hand and official seal this _____ day of _____, 19 _____

(SEAL)

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19 _____,

before me appeared _____ to me personally known, who, being by me duly sworn did say that he is the _____ of _____

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this _____ day of _____, 19 _____

(SEAL)

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 3 day of April 1975, and that the same has been recorded in Book 184 Page 407 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April 1975.

Fees \$ 3.00 pd.

SEAL

[Signature]

CLERK

Return to: Record Dept of Miss.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Security Bank of Southaven
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of March 1975 made and executed by Frank J. Glass, II, and
wife, Cynthia R. Glass of Southaven, Mississippi to Security Bank of
Southaven
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 184 on page 233
of the Record of Trust Deeds, on the 26th day of March A. D. 1975 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 3rd day of April, 1975.

Security Bank of Southaven, Mississippi

L. J. Soloman, Vice President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority a Notary Public
in and for County and State aforesaid L. J. Soloman, Vice President who acknowledged that he signed and
Security Bank of Southaven
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said bank after he having been first authorized so to do.

Given under my hand and seal of office this 3rd day of April A. D. 19 75

David A. Gustafson

Notary Public

My Commission Expires January 18, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
30 minutes P. M. 3 day of April 1975, and that the same has been
recorded in Book 184 Page 409 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 4 day of April 1975.

Fees \$ 2.50 pd.

SEAL

H. P. Ferguson

CLERK

410

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Eddie Warren Dodson

of _____ the beneficiary, does hereby certify that a certain trust deed
and the 18th day of June 1968
bearing date the 17th day of June 1967, made and executed by John M. Cole and wife,
Martha G. Cole

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 95 on page 325 and
Trust Deed Book 102, page 367 and the 21st day
of the Record of Trust Deeds, on the 20th day of June, A. D. 67 of June, 1968
is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Eddie Warren Dodson
Eddie Warren Dodson

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me the undersigned, suffering notary public

in and for County and State aforesaid Eddie Warren Dodson who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Subscribed with my hand and seal of office this 4th day of April A. D. 19 75

Rebecca Kelly
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 12 o'clock
no minutes P. M. 4 day of April 1975, and that the same has been
recorded in Book 184 Page 410 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 4 day of April 1975.

Fees \$ 3.00 nil.

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK: 203 PAGE 379 THIS 25 DAY OF August 1976 H. P. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Frank C. Cervetti

To { DEED OF TRUST The Hernando Bank

THIS INDENTURE, Made this 5th day of April 1975 between Frank C. Cervetti of the first part, and The Hernando Bank of the second part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Seven Thousand Three Hundred Thirty-Nine Dollars & 69/100 (\$7,339.69) evidenced by a promissory note of even date, bearing 8% interest from maturity, due and repayable in 36 equal monthly installments of \$203.88, first of said installments shall be due 5/15/75 and one installment due each succeeding month thereafter unpaid paid in full

and any further amount that the party of the second part may furnish the party of the first part during the year 1975... Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by George S. McIngvale Trustee, the party of the first part has hereunto granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that...

Part of the south half of the southwest quarter of the northeast quarter of Section 23, Township 2 South, Range 9 West, more particularly described as COMMENCING at an iron pin recognized as the southwest corner of the southwest quarter of the northeast quarter of Section 23, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence east 657.14 feet along the half section line of said section to an iron pin; said point being the southwest corner and the point of beginning of the described tract; thence east 659.73 feet along the half section line of said section to an iron pin; thence north 00 degrees 06 minutes 11 seconds east 661.01 feet to an iron pin; thence south 89 degrees 59 minutes 05 seconds west 659.73 feet to an iron pin; thence south 00 degrees 06 minutes 11 seconds west 660.83 feet to an iron pin being the point of beginning and containing 10.01 acres, more or less.

A failure to pay said installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Maker of the note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt... he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness in or before the maturity date thereof... then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Frank C. Cervetti

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Frank C. Cervetti who acknowledges that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 4th day of April 1975. My Commission Expires: (SEAL) Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY. before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, depose and testify that he saw the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was filed for record at 11 o'clock 55 minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 411 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April 1975. Fees \$ 2.50 pd. H. P. Ferguson CLERK

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ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That James W. Amos, Successor Trustee, of the beneficiaries, Phillip W. Crouch and Lynda G. Crouch, does hereby certify that a certain trust deed bearing date the 28th day of July, 1972, made and executed by Jerry Dean Duncan and wife, Melba Poag Duncan, to Phillip W. Crouch and Lynda G. Crouch, the above named beneficiaries and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 145, on Page 630, of the Record of Trust Deeds, on the 3rd day of August, A.D. 1972, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 26th day of March, 1975.


JAMES W. AMOS, Successor Trustee

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, JAMES W. AMOS, SUCCESSOR TRUSTEE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

GIVEN under my hand and seal of office this 26th day of March, A.D. 1975.


NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 412 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April 1975.

Fees 2.50


H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
362 PAGE 270
7 PAY OF April 19 86
U. B. Ferguson
CHANCERY CLERK by N.D.

Deed of Trust

THIS INDENTURE, this day made and entered into between

----- E. F. CRENSHAW, JR., party -----

of the first part, hereinafter designated as the Grantor,

---W. FRANK CRAWFORD and J. KIMBROUGH JOHNSON, JR., Parties of the second part, hereinafter designated as Trustee, and ROY W. HENDRIX, JR. and EMILY HENDRIX SMITH, parties-----

----- of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the Beneficiary in the full sum of NINETY THOUSAND AND NO/100----- (\$ 90,000.00)

evidenced by a TWO promissory notes of even date herewith, made by the Grantor payable to the order of the Beneficiary at its office at 2518, 100 N. Main Bldg., Memphis, Tenn., or such other place as the holder of said notes may from time to time designate in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment, with interest at the annual rate of

SEVEN (7%) per cent per annum until maturity, each of said notes being in the principal amount of \$45,000.00 and being numbered 1 and 2, Note No. 1 being payable to the order of Roy W. Hendrix, Jr. and Note No. 2 being payable to the order of Emily Hendrix Smith. Interest on said notes is payable annually on the unpaid principal balance, commencing one year from the date hereof. The principal on each note is payable THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), per year, commencing one year from date hereof, and annually thereafter until the entire remaining balance shall have been paid in full.

A default in either of said notes shall be and operate as a default under this deed of trust.

The above-described notes represent the balance of the purchase price of the within described property conveyed by Warranty Deed from Emily Hendrix Smith and Roy W. Hendrix, Jr. to the party of the first part herein.

AND WHEREAS, the said grantor is willing to secure the prompt and full payment of said indebtedness together with any other indebtedness, that may become due and owing under the terms of this instrument:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the Trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said Trustee, the following premises, with the buildings and improvements

thereon, situated in _____, County of DeSoto _____, State of Mississippi, and more particularly described as follows, to-wit:

The north fifty (50) acres of southwest quarter of Section 19, Township 1, Range 8 West, DeSoto County, Mississippi, more particularly described as beginning at a point in the east line of the Mississippi State Highway No. 14-A, a distance of 1,819.6 feet northwardly as measured along the east line of the Mississippi State Highway No. 14-A from its point of intersection with the south line of Section 19; thence north 5 degrees 10 minutes west with the east line of the Mississippi State Highway No. 14-A a distance of 820.4 feet to a point in the one-half section line; thence north 84 degrees 30 minutes east along said one-half section line 2655 feet to a point in one-half section line; thence south 5 degrees 10 minutes east along said one-half section line 820.4 feet to a point; thence south 84 degrees 30 minutes west 2655 feet to the point of beginning, LESS AND EXCEPT, .69 acres conveyed to Mississippi State Highway Commission by deed of record in Warranty Deed Book 89, Page 435 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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Together with all the hereditaments and appurtenances thereunto appertaining, and together with all gas, steam, electric or other heating, lighting, plumbing, ventilating, air-conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures which may now or at any time hereafter, during the term hereof or of any extension hereof, be used in connection with said premises or in the operation thereof; and together with the rents, issues and profits thereof.

In consideration of the premises it is further agreed and stipulated between the parties hereto as follows:

1. Grantor will keep all taxes and assessments upon said premises and property fully paid before cost, interest or penalty accrues thereon.
2. Grantor will keep all buildings and property on the premises insured for their full insurable value against loss by fire and other hazards as may, from time to time, be requested by Beneficiary; all such insurance shall be in companies and in amounts in each company acceptable to and with mortgagee clause approved by Beneficiary and all policies shall be deposited with Beneficiary; on failure of Grantor to so secure or maintain said insurance, Beneficiary may obtain such insurance, and all premiums paid by Beneficiary shall be promptly repaid by Grantor and shall be deemed to be secured by this deed of trust. Beneficiary is authorized, at its option, to collect, adjust and compromise any loss under any policies and to apply the net proceeds, at its option, either as a credit on the indebtedness secured hereby or to restoring the improvements, or to deliver the same to the owner of said property.
3. Grantor will keep the improvements on said premises in good repair, and no building on the premises shall be removed or demolished without the consent of Beneficiary, and no act committed or suffered which may impair the value of said property.
4. Grantor will, as far as they affect said premises, comply with all statutes, laws, ordinances, decrees and orders of the United States, the State of Mississippi and of any political subdivision thereof.
5. If any action or proceeding be commenced to which action or proceeding Beneficiary is made a party, or in which it becomes necessary to defend or uphold the lien of this deed of trust, all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable counsel fees) shall be paid by Grantor, together with interest at the rate of six per cent, per annum, and any such sums and the interest thereon shall be a lien on said premises and property and shall be secured by this deed of trust.
6. Any amount which Beneficiary may expend in discharge or any obligation or covenant of Grantor which Grantor has failed to discharge shall, with interest at six per cent, per annum, be a charge against Grantor and secured by this deed of trust, and Beneficiary shall be and is subrogated to all the rights, equities and liens discharged by the amount expended hereunder.
7. If said indebtedness or any part thereof is collected through legal proceedings a ten per cent (10%) attorney's fee shall be allowed Beneficiary and there shall be added as part of the debt hereby secured the expense of procuring documentary evidence and abstract of title. In case of any default Beneficiary shall be entitled to the appointment of a receiver of the rents and profits of said premises, which rents and profits are hereby assigned to Beneficiary as further security for the payment of said indebtedness; in such event Beneficiary shall also be entitled to immediate possession of said premises, and may enter the same and take possession thereof, or appoint an agent or trustee for the collection of said rents, issues and profits.
8. The covenants, agreements, conditions and undertakings in this deed of trust contained shall extend to and be binding upon Grantor and all persons claiming by, through or under him, and all of the covenants hereof shall bind them and each of them, both jointly and severally, and shall inure to the benefit of Beneficiary, its successors and assigns.
9. Beneficiary may without giving notice to the original or any successor trustee, or to the Grantor herein, and without regard to the willingness or inability of any such trustee to act, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of the trust as are vested in the trustee as herein named.
10. By acceptance of delivery of this deed of trust, the holders of the indebtedness secured hereby agree that if, after one year from the date hereof, the party of the first part, his heirs and assigns, shall find it necessary to obtain a release of the aforescribed real property from the lien of this deed of trust because of immediate development of said real property, such release will be granted upon compliance with the following provisions: (a) The regular installment payments provided in the notes secured hereby are continued as originally scheduled, and (b) provided also that other security, acceptable to the holders of said indebtedness secured hereby, of a value no less than \$100,000.00 is substituted for the real property as security for the indebtedness secured hereby and (c) provided further that the first party bears the full expense of any such substitution, including any legal expense for the preparation of any substitute deed of trust or other documents, the recording fees thereof, and the furnishing of a mortgagee title guaranty insurance policy insuring that the owners and holders of said indebtedness have a first lien upon any real property substituted as security for the above set out purchase money indebtedness.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby. If all indebtedness secured hereby shall be promptly paid when due, this conveyance shall be null and void, otherwise to remain in full force and effect. If default is made in the payment of the note secured hereby, or of any instalment due thereunder, or in the payment when due of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, be and become at once due and payable, without notice and demand, and the Trustee herein named, or his successor or successors, shall, at the request of the Beneficiary, sell said property and land to satisfy the indebtedness aforesaid then unpaid, after having published notice of the day, time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale, and by posting one notice thereof at the Court House of said County for said time. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the Trustee, or any successor trustee, may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the Trustee, or any successor trustee, shall first pay the cost of advertising and making the sale; and secondly, he shall pay said indebtedness remaining unpaid, and any balance remaining in his hands shall be delivered to the Grantor, or to his proper representatives, agents or assigns. In case of such sale, the Beneficiary shall have the right to purchase said premises or any part thereof.

IN TESTIMONY WHEREOF, witness the signature of the Grantor this 1st day of April, 19 75

E. F. Crenshaw, Jr.
E. F. Crenshaw, Jr.

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named E. F. CRENSHAW, JR. who severally acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of April, 19 75.



C. Thomas Cotes
Notary Public

My Commission Expires: December 30, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 413 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 4 day of April 1975.

Fee \$ 5.00

H. P. Ferguson CLERK

THIS 24 DAY OF May 1975

H. P. Ferguson

CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Donald Wright Gill and wife, Peggy A. Gill

To DEED OF TRUST

Memphis-Shelby County Teachers' Credit Union

THIS INDENTURE, Made this 24th day of March 1975 between DONALD WRIGHT GILL and wife, PEGGY A. GILL

and Memphis-Shelby County Teachers' Credit Union

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y

Note of even date and like amount (Note #V11862) of the second part in the sum of \$15,000.00 evidenced by one promissory installments of \$190.05, with the first of said monthly installments due and payable on or before April 28, 1975, and each consecutive installment due and payable on the 28th of each month thereafter until all of said indebtedness shall be paid in full with interest as set forth in said Note.

and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the promises, and of the sum of One Dollar to the part ies of the first part paid by Robert E. Royal Trustee, the part ies of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

A tract of land situated in the Southeast Quarter of Section 2 and in the Northeast Quarter of Section 11, all in Township 4, Range 8 West and containing 54 acres, more or less, and more particularly described as follows, to-wit:

Beginning at a point that is 7.5 chains East of an iron stake at the Southwest corner of the Southeast Quarter of said Section 2; thence North 20 chains to the North line of the South half of said Southeast Quarter of said Section 2; thence East a distance of 9 chains to a point; thence South through said Section 2 and in the Northeast Quarter of said Section 11 a total distance of 60 chains to the North boundary of Gaines Road (formerly known as Ebenezer Road); thence West along the North line of said Road 9 chains to a point; thence North 40 chains to the point of beginning with 18 acres of said land being in said Section 2 and 36 acres being in said Section 11, subject however, to existing easements for public roads and access roads or rights of way and easements for Cane-Mussacuna Drainage Ditch purposes, and being the same lands conveyed to A. S. Ballard, Jr. by Warranty Deed from Wayne H. Shelton, et ux, to which deed reference is now made.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness as stated above then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.

Witness:

Donald Wright Gill, Peggy A. Gill

TENNESSEE, SHELBY COUNTY the undersigned authority of said County, do within named Personally appeared before me Donald W. Gill and wife, Peggy A. Gill

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 24th day of March 1975

MY COMMISSION EXPIRES AUG. 3, 1977

(SEAL)

Robert E. Royal, Clerk, Stephen Hubbe, D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

deposed and with that he saw the above named subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock -no minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 416 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal with the 4 day of April 1975.

Fees \$ 2.50

H. P. Ferguson, CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, April 3, 1975
(Date)

by and between the undersigned David R. Bridgforth

residing in DeSoto County, Mississippi, whose post office
address is Olive Branch Mississippi 38654

grantor(s), herein called "Borrower," and Aaron Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 3, 1975	\$39,800.00	5%	April 3, 1980

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949:

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

100 acres, more or less, consisting of 50 acres, more or less, being all of the North half of the Northeast Quarter of Section 9, Township 2, Range 6 West, except 30 acres which 30 acre exception is more particularly described by deed of record in Book 15, Page 7 of the Deed Records of said County (DeSoto), and consisting of 50 acres, more or less, being the South part of the Southeast Quarter of Section 4, Township 2, Range 6 West, and being all of the South half of said quarter section except 30 acres lying North of Lick Creek, all of said lands being particularly described in Deed of records in Book 38, Page 281 and book 38, Page 302, of the Deed of Records of said County, LESS AND EXCEPT from said lands, 1.30 acres off the east side thereof for road purposes, said exception being more particularly described in Deed Book 33, Page 418, of said Deed Records and known as the Harris Place.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY PAID AND SATISFIED, 5/16/80
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION, BY 10000 F/2000
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31, F. R. 14109.
ATTEST: H. B. Ferguson, Clerk
By D. W. McClain, D.C.

10 acres in a square block in the Southwest Corner of the Northwest Quarter of Section 4, Township 2, Range 6 West; 43 1/3 acres being the west part of the Southwest Quarter of said Section 4, said Township and Range which lies North of an adjoining Lick Creek; 35 acres, more or less being all that part of the Southwest quarter of said Section, Township and Range, lying south of Lick Creek, being the south part of said quarter section; the northwest quarter of Section 9, Township 2, Range 6 West, less and except 23 acres, more or less, in the southwest corner thereof, which exception is particularly described in Deed Book 31, Page 402, and all of said lands being more particularly described in said county, and known as the Payne Place.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES, as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property, or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

David R. Bridgforth
David R. Bridgforth

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ notary public _____ in and for said

County and State, the within-named David R. Bridgforth

~~XXX~~ *David R. Bridgforth* ~~XXXX~~
who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 3rd day of April, 19 75.

Thomas E. Glad
(Signature)

(SEAL)

NOTARY PUBLIC

(Title)

My Commission Expires:

5-4-97

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 417 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April 1975.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson, CLERK

W. E. Adams
Chancery Clerk by B.C. W.C.

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Revised April, 1974

DEED OF TRUST
OF
UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

For the considerations hereinafter mentioned, we Phillip W. Melton and wife, Cynthia I. Melton

and _____ hereinafter designated

Grantor, do hereby sell, convey and warrant unto Tom B. Scott, Jr., who

is hereby appointed Trustee with full power and authority to execute this trust, the following described property situated in DeSoto County County, Mississippi, to-wit:

Lot 296, Section "B" Revised, Greenbrook Subdivision in Section 19, Township 1, Range 7 West, as per plat thereof recorded in plat book 8, pages 51 and 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all the buildings and improvements now or hereafter erected or located thereon, and all apparatus, equipment, appliances and fixtures of every kind or character used in connection with said premises for the purpose of supplying, distributing or utilizing cold, heat, light, water, gas or power, and all other apparatus, equipment, appliances and fixtures of any kind which may be placed on or in any buildings now or hereafter located on said premises; all of which, for the purpose of this Deed of Trust, are agreed to be fixtures and a part of the realty; also, all and singular the tenements, hereditaments and appurtenances belonging, or in any wise appertaining, to any, or all of said property.

IN TRUST; HOWEVER, and upon the following conditions, to-wit:

WHEREAS, Grantor is indebted to the Unifirst Federal Savings and Loan Association, Jackson, Mississippi, hereinafter designated as the "ASSOCIATION", or Beneficiary, in the sum of Thirty-one Thousand, Three Hundred Fifty and 00/100

_____ evidenced by our certain promissory note of

even date herewith; bearing interest at the rate of 7.75 % per annum after maturity until paid, said note providing on the face thereof that if default be made in the payment of any installment, or any part thereof, due under its terms, and if the default is not made good prior to the due date of the next succeeding installment, the entire principal sum and accrued interest shall at once become due without notice, at the option of the holder thereof, and providing for the payment of attorney's fees of ten per cent (10%), as provided in said note, on the amount thereof, principal and interest, if placed in the hand of an attorney for collection after maturity, or after declared due and payable, as herein provided, before maturity, and due and payable to the Association, or order, as follows:

\$ 224.78 payable on the 1st day of May, 1975, and a like amount on the 1st day of each succeeding month until said indebtedness is fully paid.

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In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due. No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association, not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all the powers of sale or otherwise, with reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder of said note, any money so expended upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said note, immediately due and payable without notice to the Grantor.

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, for, if one or more, owed by or advanced to either or any of them, or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's fees, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendee of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendee, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as hereinabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such time, or times, at such place in DeSoto County, Mississippi, as the Trustee may designate, at public auction, to the highest bidder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property; if being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, if said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement; and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and attorney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee, shall have full power, in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife (husband) of the aforesaid Phillip W. Melton has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her (his) right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

WITNESS our signatures, this the 28th day of March, 1975

Phillip W. Melton
Phillip W. Melton

Cynthia J. Melton
Cynthia J. Melton

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Phillip W. Melton and Cynthia J. Melton and his wife (her husband), who severally acknowledged that they, and each of them, executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of March, 1975

My commission expires: 9-25-78

[Signature]
Notary Public

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Phillip W. Melton and Cynthia J. Melton, who acknowledged before me that they executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of March, 1975

My commission expires:

Notary Public

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 187 Page 421 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April 1975.

Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED
378 PAGE 49
1 DAY OF Oct 1956
A. D. Jernson
CHANCERY CLERK, DS.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
CHARLES E. COWAN and wife, MARIETT M. COWAN,
of the first part, hereinafter designated as the Grantor,
WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and
THE HERNANDO BANK, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
EIGHTEEN THOUSAND AND NO/100----- DOLLARS
(\$ 18,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of nine (9) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit: on or before April 2, 1976.

FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) of the indebtedness
secured hereby is a renewal and extension of the indebtedness evidenced
by Deed of Trust of record in Real Estate Trust Deed Book 101, Page 635
of the land records of DeSoto County, Mississippi, to which said instru-
ment reference is hereby made.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the County
of DeSoto, in Section 34, Township 1, Range 9 West, and partly in
Section 33, Township 1, Range 9 West,
State of Mississippi, and more particularly described as follows, to-wit:

A tract of land located partly in Section 33 and partly in Section 34,
Township 1, Range 9 West, DeSoto County, Mississippi, BEGINNING at a
point in Section 33, Township 1, Range 9 West, in the East line of U.S.
Highway No. 61, said point being 160.6 feet Northwardly from the center
line of Glover Road as measured along the East line of U.S. Highway No.
61, thence Northwardly with the East line of U.S. Highway No. 61, a
distance of 200 feet to a point, thence Eastwardly at right angle to
U.S. Highway No. 61 crossing the Section line between Sections 33 and
34, Township 1, Range 9 West, 200 feet to a point in Section 34, thence

Southwardly at right angles to the last described course 200 feet to a point, thence Westwardly at right angles to the last described course crossing the Section line between Sections 33 and 34, Township 1, Range 9 West, 200 feet to the point of beginning.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1922 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 3 day of April, 1975.

Charles E. Cowan
CHARLES E. COWAN
Mariett M. Cowan
MARIETT M. COWAN

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES E. COWAN and wife, MARIETT M. COWAN, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3 day of April, 1975.

My Commission Expires: ~~My Commission Expires Jan. 7, 1976~~ *Elois M. Baker*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
40 minutes 17 M. 42 day of April 1975, and that the same has been
recorded in Book 184 Page 424 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 4th day of April 1975.

Fees \$ 5.00

SEAL *H. P. Garrison* CLERK

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Assignment of this Instrument Recorded in
Real Estate TID Book
No. 185 Page 289
This the 1 day of May 1975
W.P. Ferguson Clerk

Assignment of this Instrument Recorded in
Book
No. 185 Page 289
This the 1 day of May 1975
W.P. Ferguson Clerk

STATE OF MISSISSIPPI
FMA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

D-34989-SR
THIS DEED OF TRUST, made and entered into this 21st day of MARCH, 1975
by and between

LARRY L. McMURRY AND WIFE, SUSAN R. McMURRY
hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

PREPARED BY
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
and post-office address at STATE OF TENNESSEE, having its principal office
Beneficiary: 4041 KNIGHT ARNOLD ROAD, hereinafter called the
MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 567, SECTION B, SOUTH 1/2, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto county, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the east line of Tulane Road 185 feet southwardly from the point of intersection of said east line and the south line of Fair Meadow Drive; thence southwardly 70 feet with the east line of Tulane Road to a chisel mark in the northwest corner of lot 566; thence eastwardly 150 feet with the north line of lot 566 to an iron pipe in the west line of lot 574; thence northwardly 70 feet with the west line of lots 574 and 573 to an iron pipe in the southeast corner of lot 568; thence westwardly 150 feet with the south line of lot 568 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JANUARY 21, 1975.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
of a certain promissory note of even date herewith in the principal sum of TWENTY FIVE THOUSAND
EIGHT HUNDRED FIFTY AND NO/100---- Dollars (\$25,850.00----), with interest from date
at the rate of SEVEN AND 3/4----- per centum (7-3/4----- %) per annum on the balance remaining from
time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE

in
or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED EIGHTY
FIVE AND 34/100----- Dollars (\$ 185.34-----), commencing on the first day of
MAY, 1975, and on the first day of each month thereafter until principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on
the first day of APRIL, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

RECORDED BY AUTHORITY RECORDED IN BOOK
472 PAGE 511
THIS 24 DAY OF May 1989
W. E. Davis
CHANCERY CLERK, JOC

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 207 Page 380
This the 12 day of Jan 1977
W.P. Ferguson Clerk

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Larry L. McMurry
LARRY L. McMURRY

Susan R. McMurry
SUSAN R. McMURRY

STATE OF ~~MISSISSIPPI~~ TENNESSEE }
COUNTY OF SHELBY }

Personally appeared before me M. Welfer, the undersigned Notary Public in and for the said County, the within named LARRY L. McMURRY and SUSAN R. McMURRY, his wife, who acknowledged that The Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 21st day of MARCH, 1975

My Commission Expires July 3, 1975

M. Welfer

STATE OF MISSISSIPPI }
COUNTY OF Desoto }

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 1:30 o'clock P. M., on the 4 day of April, 1975, and was recorded in Vol. 184, Page 427, Record of Deeds, pages 19, on the day of April, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M., 4 day of April, 1975, and that the same has been recorded in Book 184 Page 427 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April, 1975.
Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Frank A. Boyle, ET UX

To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE Made this 3rd day of April 19 75
between Frank A. Boyle and wife, Betty C. Boyle

and The Hernando Bank of the first part,
of the second part,

WITNESSETH That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Principal sum of Two Thousand & 00/100 Dollars (\$2,000.00), evidenced by a Promissory Note of even date and like amount herewith, due and payable on or before July 1, 1975, with interest from date at 10% per annum and interest from maturity at the same rate of interest.

When due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William W. Ballard Trustee, the part ies of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that now be on my hand, and all the crops of every kind to be grown by me and my family, or any hands working with me, either as landlord or tenant or otherwise, during the year 1975 on the land that may cultivate or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

THE LAND LYING AND BEING SITUATED IN SECTION TWO (2), TOWNSHIP FOUR (4) SOUTH RANGE EIGHT (8) WEST, DESOTO COUNTY, MISSISSIPPI:

Part of the west half of the northwest quarter of Section 2, Township 4 South, Range 8 West described as beginning at an iron pin in the southeast corner of the west half of the northwest quarter of Section 2, Township 4 South, Range 8 West; thence north 84 degrees, 22 minutes 20 seconds east, 149.80 feet to a 3 inch iron pin; thence north 7 degrees 20 minutes west, 1,016.05 feet to a point; thence south 83 degrees 40 minutes 40 seconds west 1,377.45 feet to a point in the center line of a public road; thence south 4 degrees 20 minutes 20 seconds east along the center line of said public road 141.68 feet to a point; thence south 22 degrees 40 minutes 10 seconds east along the center line of said road 422.19 feet to a point; thence south 65 degrees 39 minutes 20 seconds east 282.0 feet to an iron pin; thence north 66 degrees 46 minutes 40 seconds east 950.09 feet to an iron pin; thence south 0 degrees 31 minutes 10 seconds west 604.68 feet to a point; thence north 84 degrees 22 minutes 20 seconds east 60.50 feet to the point of beginning and containing 18.908 acres.

First Parties covenant with Second Party to maintain fire and extended coverage insurance on said property during the life of this Trust Deed with loss payable clause in favor of Second Party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the day of as above stated 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature, the date written above.
Witness: Frank Boyle, Betty C. Boyle

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named Frank A. Boyle and wife, Betty C. Boyle

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of April 19 75
My Commission Expires Jan. 7, 1978 (SEAL) Elois M. Barber Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me, of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 430 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of April 1975.

Fees \$ 2.50 pd.
H. P. Ferguson, CLERK

H. P. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI X
COUNTY OF DESOTO X

ASSIGNMENT

FOR VALUE RECEIVED, I, FRANK GANDY, do hereby assign and transfer unto the PEOPLES BANK, Ripley, Mississippi, that certain Second Deed of Trust executed by JIMMY PAYNE and wife, JO ANN TENNISON PAYNE, to ANTHONY T. FARESE, Trustee, dated March 12, 1975, secured by a Promissory Note in the amount of Thirty-Five Thousand (\$35,000.00) Dollars which said Deed of Trust is recorded in Trust Deed Book No. 184, at page 9 in the records of Real Estate Trust Deeds of DeSoto County, Mississippi.

WITNESS my signature, this 28th day of March, 1975.

Frank Gandy
FRANK GANDY

STATE OF MISSISSIPPI X
COUNTY OF BENTON X

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, the within named FRANK GANDY, who, after being by me first duly sworn according to law, on oath acknowledged that he signed and delivered the above and foregoing Assignment on the day and year therein mentioned as his act and deed.

Given under my hand and seal, this 28th day of March, 1975.

Louise P. Poff
NOTARY PUBLIC

(SEAL)

My Commission Expires: July 1, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 431 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of April 1975.

Fee: 3.00

H. P. Ferguson
CLERK

432

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiaries of that certain deed of trust made and executed by Lewisburg Farms, Inc. dated the 16th day of September, 19 72, and recorded in Book 148, Page 107, in the Chancery Clerk's Office, DeSoto County, Mississippi do hereby release from the lien of said instrument, the land lying and being situated in DeSoto County, Mississippi, described as follows, to wit:

Lot 11 and lot 10 of Lewisburg Farms Subdivision situated in Section 22, Township 2, Range 6, DeSoto County, Mississippi as appears of record in Plat Book 10, Pages 42-44, Chancery Clerk's Office, DeSoto County, Mississippi.

This is a partial release releasing only the above described land. In all other respects, said lien remains in full force and effect.

The undersigned beneficiaries of that certain deed of trust named above hereby authorizes the Chancery Clerk to make the appropriate marginal notation on the face of the lien instrument.

WITNESS OUR SIGNATURES this the 25 ^{March 1975} day of ~~December~~, 1974.

Jimmie A Broadway
Anne Bryan Broadway
W M Broadway
Orietta Brody Broadway

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Jimmie A Broadway, Anne Bryan Broadway, W M Broadway and Orietta Brody Broadway, who acknowledged that they signed and delivered the above and foregoing partial release on the day and year therein mentioned as their free and voluntary act.

GIVEN UNDER MY HAND and official seal this the 25 ^{March} day of ~~December~~, 1974.

~~1974~~
1975

[Signature]
Notary Public

My Commission Expires: 5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes P. M. 4 day of April 1975, and that the same has been recorded in Book 184 Page 432 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of April 1975.

Fees 2.50

[Signature]

CANCELLED BY AUTHORITY RECORDED IN BOOK 433
360 PAGE 24
THE 11 DAY OF March 19 86
H. M. Ferguson
CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between F & C Contracting Company, Inc. (A Mississippi Corporation)

of the first part, hereinafter designated as the Grantor,

Nat G. Troutt Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank, Hernando, Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Three Hundred Thousand and no/100 ----- DOLLARS (\$ 300,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 and 6 1/2 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:
Note payable 8 years from date with interest at the rate of 10% per annum on bank's 10% share and 6 1/2% on SBA 90% share of loan, and installments, including principal and interest each in the amount of \$4,135.00 payable monthly beginning three months from date; that said installment shall be applied first to interest accrued to date of receipt of said installment and the balance, if any, to principal; and the balance of principal and interest payable eight years from date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in ~~the~~ Tate and DeSoto Counties

State of Mississippi, and more particularly described as follows, to-wit:

See attachments

Instrument Recorded in
Real Estate T/D Book
No. 253 Page 157
This 9th day of Dec 79
H. M. Ferguson
Clerk
Book I 83.3 of Trust II 42.80e

116.38 SW Quarter
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 237 Page 333
This 29 day of Jan 19 79
H. M. Ferguson

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 219 Page 101
This 5 day of Dec 19 77
H. M. Ferguson

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

TATE COUNTY REAL ESTATE

TRACT I

The Northwest Quarter of Section 10, Township 6 South, Range 9 West, Tate County, Mississippi and being the same land as conveyed by James A. Brewer to James L. Presley et ux by warranty deed dated November 29, 1960 as recorded in Land Deed Book PP at Page 508 in the office of the Chancery Clerk of Tate County, Mississippi.

TRACT II

Beginning at the Northeast Corner of the Southwest Quarter of Section 10, Township 6, Range 9; From this beginning point run thence South 75 feet to the center of the Browns Ferry Road; thence West with the meanderings of said Browns Ferry Road a distance of 1445 feet to a stake; thence North parallel with the West line of Section 10, Township 6, Range 9 to the North line of the Southwest Quarter of Section 10, Township 6, Range 9; thence East along the half section line of Section 10 to the point of beginning. Being one (1) acre of land, more or less, in said Section and Township.

Meaning to describe herein a strip of land that lies between Browns Ferry Road and the North line of the Southwest Quarter of Section 10, Township 6, Range 9. There is excepted from the title of said property 1/2 of the mineral rights which was reserved by the Federal Land Bank of New Orleans.

Meaning to describe the very same property as conveyed by Clyde Ash et ux to James Presley by warranty deed dated July 28, 1962 as recorded in Land Deed Book SS at Page 309 in the office of the Chancery Clerk of Tate County, Mississippi.

Meaning to describe in Tracts I and II a total of 161 acres, more or less.

The above described 161 acres is the same property conveyed by James Lloyd Presley et ux to Marvin E. Fuquay by warranty deed dated November 18, 1970 as recorded in Book A 10 at Page 23 in the office of the Chancery Clerk of Tate County, Mississippi.

The above described real property is subject only to an existing mortgage as evidenced by two deeds of trust in favor of the Hernando Bank, Hernando, Mississippi, said deeds of trust being dated March 1, 1973 and June 7, 1972 and recorded in Book 297 at Page 40 and Book 294 at Page 40, respectively, in the office of the Chancery Clerk of Tate County, Mississippi.

M/E A

DESOTO COUNTY REAL ESTATETRACT I

The North Half (1/2) of the South Half (S-1/2) of Section Six (6), Township Four (4) South, Range Seven (7) West, lying West of the Illinois Central Railroad Company right-of-way containing 137 acres, more or less.

Less and Except: Part of the Southwest Quarter (SW-1/4) of Section Six (6), Township Four (4), Range 7 West described as beginning at the point where the one-half (1/2) section line of Section Six (6), Township Four (4), Range Seven (7) West intersects the East right-of-way of U. S. Highway No. 51 at Station 202+47.7; thence North 83° 30 minutes East 852.7 feet along said one-half (1/2) section line to an iron pin; thence South 3° 51 minutes East 1348.60 feet to an iron pin; thence South 83° 30 minutes West 790.6 feet to the East right-of-way of said highway at Station 215+93.8; thence Northerly along said East right-of-way 1346.1 feet to the point of beginning, containing 25.78 acres, more or less. All bearings are magnetic.

Meaning to describe and convey herein 112 acres, more or less, and being all that real property purchased by R. E. Hudson from Mrs. A. P. Meriwether by deed dated December 1, 1942, and recorded in Land Deed Book 30, at Page 305, in the office of the Chancery Clerk of DeSoto County, Mississippi, less and except that certain real property conveyed to J. F. Conger by deed dated January 20, 1960; and recorded in Land Deed Book 47, at Page 441, in the office of the Chancery Clerk of DeSoto County, Mississippi, and to both of which said deeds reference is hereby specifically made.

Less and Except: A 50 foot strip of land extending over Northwest Quarter of Southwest Quarter of Section 6, Township 4, Range 7 and containing 0.80 acres, more or less, exclusive of present road right-of-way being certain limits as follows: A strip of land extending 50 feet left from the center line, and beginning at station 201+91.3 and ending at station 215+17.6 and a strip of land extending within 50 feet left from the center line, and beginning at station 215+17.6 and ending opposite station about 215+87 of a proposed highway as now surveyed and shown as part of plans of Federal Aid Project No. Miss. PWS 131 between Hernando and Coldwater, Mississippi from Mrs. Annie L. Meriwether to The State of Mississippi dated August 6, 1936 in Book 25 at Page 297.

The above described land is the same real property as was conveyed to Marvin E. Fuquay under and by virtue of a warranty deed from William L. Reid, Jr. dated March 1, 1973 and recorded in Land Deed Book 102 at Page 433 in the office of the Chancery Clerk of Tate County, Mississippi.

M. E. F.

TRACT II

178.72 acres, situated in the South Half of Section Six (6) and in the North Half of Section Seven (7), all in Township Four (4), Range Seven (7) West, and more particularly described as follows, to-wit:

Beginning at a point in the South line of Section 6, Township 4, Range 7 West, said point being 1848 feet East of the Southwest corner of said Section and also being the Southeast corner of the Jackson tract; thence North 1 degree 40 minutes West along the East line of said Jackson tract 1344.1 feet to a point in the South line of the W. L. Reid tract, said line also being the North line of the South Half of the South Half of said Section; thence North 89 degrees 38 minutes East along the South line of said Reid tract 2494.1 feet to the intersection of the center of Nip and Tuck Creek; thence South with the meandering along the center of said Creek as follows; South 160 degrees 11 minutes East 314.6 feet; South 13 degrees 11 minutes East 649.8 feet; South 20 degrees 54 minutes East 124.6 feet; South 2 degrees 55 minutes East 281.9 feet; South 16 degrees 57 minutes East 162.1 feet; South 12 degrees 04 minutes West 216 feet; South 13 degrees 18 minutes East 154 feet; South 21 degrees 43 minutes East 65.8 feet; South 5 degrees 51 minutes West 144.8 feet; South 2 degrees 31 minutes East 250.7 feet; South 5 degrees 32 minutes West 272.3 feet; South 22 degrees 56 minutes East 125.2 feet; South 0 degrees 59 minutes West 164 feet; South 45 degrees 52 minutes East 123.7 feet; South 67 degrees 09 minutes East 105.7 feet; South 41 degrees 32 minutes East 93.1 feet to a point in the North line of Love Road (50 feet wide); thence West along the North line of said Road as follows: North 80 degrees 46 minutes West 180.6 feet; North 85 degrees 47 minutes West 128.4 feet; South 84 degrees 01 minutes West 490.5 feet; South 83 degrees 17 minutes West 782.8 feet; South 84 degrees 53 minutes West 273.7 feet; South 85 degrees 32 minutes West 312.7 feet to the Coleman tract; thence North 0 degrees 39 minutes West along the East line of said Coleman tract 220.6 feet to the Northeast corner thereof; thence North 87 degrees 22 minutes West along the North line of said Coleman tract 552.1 feet to the East line of the Zalmon Wheeler tract; thence North 2 degrees 12 minutes West along said Wheeler East line 1603.8 feet to a point in the North line of Section 7, Township 4, Range 7 West; thence South 86 degrees 24 minutes West along the North line of said Section 301.3 feet to the point of beginning, and containing 179.02 acres, and as shown by Survey Plat and Description of J. E. Lauderdale, C. E., dated August, 1972, BUT LESS AND EXCEPT THEREFROM .3 of an acre located in the extreme Southeast corner of said tract which said exception is owned or claimed by J. D. Scott, and which is in the approximate shape of a right triangle, whose base is 190 feet in an East and West direction, being the distance of Scott's existing fence on the North edge of Love Road, with the height or West side being 150 feet, and with the Easterly side of said triangle being the center line of Nip and Tuck Creek running in a Southeast direction.

The above described real property being the same property as was conveyed to Marvin E. Fuquay and Jack Cullen under and by virtue of a warranty deed from Mary Violet M. Knox dated December 20, 1972 and recorded in Land Deed Book 101 at Page 268 in the office of the Chancery Clerk of DeSoto County, Mississippi.

MVEF

Tract I of the above described DeSoto County property is subject only to an existing mortgage from Marvin E. Fuquay to Joel P. Walker as Trustee for the Hernando Bank, Hernando, Mississippi dated March 1, 1973 and recorded in Land Mortgage Record Book 155 at Page 59 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Tract II of the above described DeSoto County property is subject only to an existing mortgage from Marvin E. Fuquay and Jack Cullen to F. C. Holmes, Jr. as Trustee for Mary Violet M. Knox dated December 20, 1972 and recorded in Land Mortgage Record Book 152 at Page 41 in the office of the Chancery Clerk of DeSoto County, Mississippi.

It is specifically understood by and between the parties to this instrument that Marvin Fuquay is the owner of only a one half undivided interest as to said Tract II in DeSoto County, Mississippi.

MEF

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary hereinafter, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4th day of April 1975.

F & C Contracting Company, Inc.

By: *[Signature]*

STATE OF MISSISSIPPI,
COUNTY OF _____

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named **Marvin Fuquay as President of F & C Contracting Company, Inc.**

who severally acknowledged that **he**

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 1975.

My Commission Expires: _____ Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Marvin E. Fuquay and Sue Heard, as President and Secretary

respectively of the above named F. & C. Contracting Company, Inc.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 4th day of April 1975.

Elias M. Barber

Notary Public

My Commission Expires Jan. 7, 1978

LAND DEED OF TRUST

from to

Trustee

Filed for Record

. 13

o'clock M.

Clerk

STATE OF MISSISSIPPI

Chancery Court

De So to County

I certify that this Deed of Trust was filed for record in my office at 4:30 o'clock P. M., on the 4th day of April 1975 and was duly recorded the . 13 . 06 page in my office

Book No.

Witness my hand and seal of office, this

day of

. 13

Clerk

D. C.

\$8.00 pd. front moon

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M., 4 day of April 1975, and that the same has been recorded in Book 184 Page 433 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of April 1975.

Fees \$8.00 pd.

SEAL

H. P. Ferguson

CLERK

Form FHA-Miss. 440-1
(Rev. 10-13-61)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

*Record in
J no T.D.
R...
F...
H...
M...*

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, as the owner and holder of a certain real estate deed of trust executed by Elmer C. Scott, and Ozell D. Scott, his wife, of DeSoto County, Mississippi, (hereinafter called the "Borrower"), dated the 27th day of December, 19 74, recorded in Book 182, Page 321, in the office of the Clerk of the Chancery Court in and for said County and State, securing a total unpaid principal indebtedness of \$ \$23,000.00, as of this date, for and in consideration of loan(s) to be made to the Borrower by the United States of America, or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), to be secured by a real estate deed of trust, the same real estate described in the deed of trust of the undersigned, does by these presents agree to notify the Government by letter addressed to the State Director, Farmers Home Administration, United States Department of Agriculture, 528 Milner Building, Jackson, Mississippi, of the commencement of any proceedings to foreclose its real estate deed of trust. In the event of the assignment of its real estate deed of trust, the undersigned will notify the Government of the assignment by letter; and the undersigned further agrees that it will not assign its deed of trust except on the condition that the assignee will be required to give the Government notice, in the manner prescribed above, of the commencement of proceedings to foreclose said deed of trust.

*In further consideration of the making or insuring of such a loan by the Government to the Borrower, the undersigned hereby subordinates in favor of the lien of the Government's deed of trust upon said real estate any additional lien it may acquire by virtue of future advances, except for payment of taxes and property insurance, which it may make to the Borrower under the terms of its security instrument.

In Witness Whereof, the undersigned has caused these presents to be signed the 2nd day of April, 19 75.

THE HERNANDO BANK,

by [Signature]
Vice President

*Strike if the deed of trust contains no future advance clause.

**

ACKNOWLEDGMENT
(Individual)

STATE OF MISSISSIPPI
COUNTY OF _____ } ss

On this the _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____, to me well known to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (they) executed and delivered the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

(SEAL)

Notary Public

My Commission Expires:

**

ACKNOWLEDGMENT
(Corporation)

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss

On this the 2nd day of April, 1975, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. O. Thompson, who acknowledged himself to be the Vice President of The Hernando Bank, Hernando, Mississippi, a corporation, and that he, as such Vice President, being authorized so to do, executed and delivered the foregoing instrument for the uses and purposes therein mentioned and set forth by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

(SEAL)

Elois M. Barber
Notary Public

My Commission Expires:

My Commission Expires Jan. 7, 1978

** Strike whichever is inapplicable.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 7 day of April 1975, and that the same has been recorded in Book 184 Page 441 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of April 1975.

Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, the 3rd day of April, 1975
(Date)
by and between the undersigned Elmer C. Scott and his wife, Ozell D. Scott,
residing in DeSoto County, Mississippi, whose post office
address is Rt. 3, Box 84, Hernando, Mississippi 38632
grantor(s), herein called "Borrower," and Aaron R. Goolsby, of Hernando, Mississippi

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government." WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 3, 1975	\$11,600.00	5%	April 3, 1980

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby; but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

THE LANDS SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS, TO-WIT:

The West Half of the Northeast Quarter of Section Twenty Three (23), Township Three (3), Range Seven (7) West, containing 80 acres, more or less, BUT SUBJECT HOWEVER TO THE FOLLOWING, TO-WIT:

1. The lien of first deed of trust held by The Hernando Bank, Hernando, Mississippi, dated December 27, 1974, and of record in Book 182, Page 321 of the Land Trust Deed Records of DeSoto County, Mississippi.
2. Oil, Gas, and Mineral Lease held by the Anschutz Corporation, Denver Colorado, dated June 24, 1973, and of record in Book 2, Page 99, of the Oil, Gas, and Mineral Lease Records of said County.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY PAID AND SATISFIED, 5/16/80
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION, BY [Signature]
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31, F. R. 14109.
ATTEST: H. W. Ferguson, Clerk
By D. W. McClain, D.C.

3. Electric easement held by Mississippi Power and Light Company, of record in Book 33, Page 301 of the Deed Records of said County, and road right of way granted to DeSoto County, Mississippi, of record in Book 60, Page 323 of the Deed Records of said County.

4. All taxes for the year 1975, including drainage taxes of Short Fork Drainage District.

5. Zoning, Subdivision, and Building Regulations of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application; and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Elmer C. Scott
Elmer C. Scott

Ozell D. Scott
Ozell D. Scott

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Chancery Court Clerk in and for said County and State, the within-named Elmer C. Scott and Ozell D. Scott, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 7th day of April, 1975.

H. B. Ferguson
(Signature)

Chancery Court Clerk

H. B. Ferguson (Title)

(SEAL)

My Commission Expires: January 5, 1976

*Return To 411
Norm Robinson, New York*

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 7 day of April 1975, and that the same has been recorded in Book 184 Page 443 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of April 1975.

Fees \$ 5.00 pd.

H. B. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 185 Page 408
This the 5 day of May 19 75
H.D. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 185 Page 273
This the 29 day of April 19 75
H.D. Ferguson

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DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of March, 19 75, among the Grantor, JAMES L. PATTERSON and wife, GEORGIA A. PATTERSON and the Beneficiary, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, whose address is Post Office Box 918, Jackson, Mississippi 39205. Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 1176, Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY DEPARTMENT OF REVENUE IN BOOK
312 276
THIS 16th day of March 19 75
H.D. Ferguson
Chancery Clerk DeSoto Co.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Seven Thousand Nine Hundred Fifty Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Assignment of this instrument Recorded in
Real Estate TID Book
No. 197 Page 630
This the 26 day of March 19 76
H.D. Ferguson

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in -----DeSoto----- County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

James L. Patterson
James L. Patterson -----Borrower

Georgia A. Patterson
Georgia A. Patterson -----Borrower

5882 Lake Shore Drive W
Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, -----DeSoto----- COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named -----James L. Patterson and wife, Georgia A. Patterson-- who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 31st day of March, A.D. 1975.

My Commission expires:

9-25-78

D. B. Bridgforth
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 7 day of April 1975, and that the same has been recorded in Book 184 Page 447 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of April 1975.

Fees \$5.00

H. P. Ferguson, CLERK

189 PAGE 58
THIS 8 DAY OF Aug. 19 75
H. S. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 451
188 PAGE 212
THIS 23 DAY OF July 19 75
H. S. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 2nd day of April 19 75
Between Norris R. Haynes and wife, Thelma Darby Haynes
and The Hernando Bank

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00)

evidenced by a promissory note of even date bearing 9 interest per annum due and repayable on or before December 15, 1975.

life of this trust deed
and any further amount that the party of the second part may furnish the party of the first part during the year 19 not to exceed
Forty Five Thousand and No/100 Dollars and the part ies of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part
paid by Joel P. Walker, Jr. Trustee, the part ies of the first part has VE this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the ~~part~~
of the second part in the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) together with the interest thereon during the term of the note
and any further amount that the party of the second part may furnish the party of the first part during the year 19 not to exceed

The land in DeSoto County, Mississippi described as follows, to-wit:

Part of the Northwest Quarter of Section 24, Township 2, Range 10 described as Beginning at a point in the north line of Section 24 a distance of 776.0 feet east of the intersection of the north line of said Section and the center line of the IC Railroad, thence east on the north line of the Section 140 feet to the northwest corner of the Robertson lot; thence south on the west line of the Robertson lot 210 feet to an iron pin; thence west and parallel to the north line of the Section 140 feet to an iron pin; thence north and parallel to the west line of the Robertson lot 210 feet to the beginning, and containing 0.67 acres more or less, and being the same land conveyed to First Parties by deed in Book 77, Page 415.

First parties covenant and agree to maintain fire and extended coverage insurance on the dwelling house located on the above described lot with loss payable clause in favor of second party as interest may appear during the life of this trust deed.

This deed of trust is given as additional security for the aforesaid note and advances made from time to time by second party to first party.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 15 day of December 19 75 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred hereon, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature N. the date written above.
Witness Thelma H. Haynes
N.R. Haynes

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Norris R. Hayes (N. R.) Haynes and wife, Thelma Darby Haynes who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 2 day of April 19 75
My Commission Expires Jan. 7, 1978 (SEAL) Elvin M. Barber Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.
Before me, one of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 7 day of April 1975, and that the same has been recorded in Book 184 Page 451 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 7 day of April 1975.
2.50
H. S. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 12th day of January 19 73, made and executed by Oliver Ernest Scott and
wife, Mary E. Scott of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 152 on page 601
of the Record of Trust Deeds, on the 17th day of January, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 4th day of April, 1975.

The Hernando Bank
J. O. Thompson, Executive Vice President

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid J. O. Thompson, Executive Vice President acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 4th day of April, A. D. 19 75
My Commission Expires: _____
My Commission Expires Jan. 7, 1978
Elois M. Barbee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 7 day of April 1975, and that the same has been
recorded in Book 184 Page 452 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 7 day of April 1975.
Fees 2.50
H. P. Ferguson CLERK

REAL ESTATE DEED OF TRUST-MISSISSIPPI

Table with columns: First Payment Date, Final Payment Date, Loan Number, Date of Note, No. of Payments, Amt. of Each Payment, Agreed Rate of Chg., Cash to Borrower, Recording Fees, Vehicle Ins. Premium, Household Goods Insurance Premium, Accident & Health Insurance Premium, Life Ins. Premium, Prin. Am't of Loan, Interest and Charges, Amount of Note.

(GRANTORS) (Names and Addresses) Frances Yates Whitten, Edward L. Whitten, Sr., 500 Commerce Rd., Hernando, Ms. 38632

(GRANTEE) COMMERCIAL CREDIT PLAN, INC. A Tennessee Corp. hereafter called Commercial Credit Plan, Inc., 4466 Elvis Presley Blvd., Memphis, TN

THIS DEED OF TRUST made the date indicated immediately above the signatures lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

- 1. Grantors are indebted to Commercial Credit Plan, herein called Grantee for the amount of money shown in the block "Amount of Note" above, payable in instalments in amounts and at times shown above.
2. For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.
3. This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security.
4. Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below.
5. Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war, damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below.
6. If default should be made in the prompt payment of any instalment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then, the whole amount remaining unpaid on said promissory note shall, at the option of Grantee become due and payable at once without demand.

7. The Trustee of this Deed of Trust is W. T. Holenore and No. 114 Florence Street, Hattiesburg, Forrest County, Mississippi. Grantee is empowered hereby to appoint substitute and/or successor Trustees from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desoto and State of Mississippi, described as: Beginning at northwest corner of Lot 31, Oaklawn Subdivision Section "A", Town of Hernando, Section 13, Township 3, Range 8 West; thence easterly along south right of way of Commerce Street 110 feet to northeast corner said lot; thence north at an exterior angle of 90 degrees a distance of 26.4 feet to a point; thence easterly along said street right of way 105.0 feet to a point at northwest corner of the Schillinger lot; thence south 5 degrees 00' east along west line said lot 207.1 feet to a point in north line lot 33 of said subdivision; thence south 85 degrees 00' west along north line said lot 33 and projection thereof 105.0 feet to a point in south line said lot 31; thence north 64 degrees 35' west along south line said lot 31 a distance of 60.0 feet to southwest corner said lot; thence north 5 degrees 00' west along west line said lot 150 feet to the point of beginning. Liens or Encumbrances against Realty (If none, insert "None") North East County Savings and Loan Barnando (see attached sheet for additional description)

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this April 4, 1975. Signed, sealed and delivered in the presence of: [Signatures]

FORM 2420-A MISSISSIPPI 12-67 Original—For Recording Duplicate—Office File Triplicate—Customer

An additional lot annexed to the preceding lot, said lot being a portion of the Oaklawn Subdivision, said lot being No. 31, located in Section 13, Township 3, Range 8 West in the Town of Hernando, Desoto County, Mississippi, said plat of record in Plat Book 1, Page 30 in the Office of the Chancery Clerk of Desoto County, Mississippi.

ACKNOWLEDGMENT

STATE OF TENN MISSISSIPPI, COUNTY OF Shelby, TO WIT:

That on this 4th day of April, 1975, before me, the
 subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Edward L. Whitten, Sr.
FRANCES YATES WHITTEN

the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that They executed and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

My Commission expires MY COMMISSION EXPIRES JAN. 9, 1978

Edward L. Whitten, Sr.

Notary Public.

(Notarial Seal)

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 7 day of April, 1975, and that the same has been
 recorded in Book 184 Page 453 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 7 day of April, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST

To

Trustees for
 Commercial Credit Plan
 (Lender)

received for record this 7 day
April, 1975
 at 10:45 A M

recorded in _____ Page _____
 _____, Clerk
 _____, Deputy

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 14th day of August 19 70, made and executed by Morris W. Oswald, Jr. and
wife, Nellie Oswald of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 120 on page 43
of the Record of Trust Deeds, on the 1st day of September A. D. 19 70 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Leggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. T. Taylor, Public
in and for County and State aforesaid, Leggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 2nd day of April A. D. 19 75



A. T. Taylor
My Comm. Expires Nov. 5, 1976

LAWSHEDS-GALENWOOD 87244

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
20 minutes A. M. 31 day of March 1975, and that the same has been
recorded in Book 184 Page 457 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

458

AUTHORITY TO CANCEL—Secs. 2155, 2153, Code of 1930.

Serrando

State of Mississippi,
~~Calhoun County.~~
Desota County

TO THE CHANCERY CLERK OF ~~XXXXXXXXXXXXXXX~~ MISSISSIPPI:

You are hereby authorized to enter satisfaction of and cancel of record a certain Deed of Trust executed by
W. Frank Calder
to Bank of Mississippi, Bruce, Miss.
and recorded on page 34 of book number 174 of the Records of Deeds in your office.
This 4th day of April, 1975

Bank of Mississippi
Mattye Ruth
Asst. Vice Pres.

STATE OF MISSISSIPPI,
Calhoun County.

Before me, the undersigned authority in and for said county and state, this day personally appeared
Mattye C. Ruth who acknowledged that She signed, sealed and
delivered the foregoing instrument on the date thereof mentioned.

Given under my hand and seal on this, the 4th day of April, 1975.
My Commission Expires May 30, 1978

Ray Duffell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
45 minutes A. M. 7 day of April 1975, and that the same has been
recorded in Book 174 Page 458 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April 1975.
Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That COAHOMA NATIONAL BANK
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed
(no date shown) day of October 19 73, made and executed by C. LADELL WALDON and
wife, JUDITH R. WALDON, of _____ to H. R. GARNER,
Trustee for
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 166 on page 454
of the Record of Trust Deeds, on the 5th day of October, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 4th day of April, 1975.

COAHOMA NATIONAL BANK

BY: Chuck Williams
CHUCK WILLIAMS - Loan Officer

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Notary Public
in and for County and State aforesaid, CHUCK WILLIAMS-Loan Officer who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned for and on behalf of
COAHOMA NATIONAL BANK, being first duly authorized and empowered by said Bank to
Given under my hand and seal of office this 7th day of April, A. D. 19 75. so do.

Harry J. Sutton
NOTARY PUBLIC
My Commission Expires 11-31, 1976

LAWRENCE-GRESHWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 7 day of April 1975, and that the same has been
recorded in Book 184 Page 469 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

460

AX-472

ASSIGNMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the undersigned hereby sell, transfer and assign to NATIONAL MORTGAGE COMPANY, its successors and assigns:

(a) Mortgage or deed of trust executed on December 14, 1975, by RONALD L. JOHNSON and wife, JOAN M. JOHNSON, recorded in the Recorder's Office of DESOTO County, MISSISSIPPI, in Book 151, Page 564, covering:

Lot 966, Section "B" DESOTO VILLAGE Subdivision, in Section 34, Township 1 South, Range 1 West, as shown on plat of record in Plat Book 8, Pages 12 through 15, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point in the westerly line of Birchfield Circle at the Southeast corner of Lot 967 of said subdivision 346.41 feet southwardly from the southerly curb line of Birchfield Circle, produced; thence southwardly along the westerly line of Birchfield Circle 70 feet to a point at the northeast corner of Lot 965 of said subdivision; thence westwardly 120.28 feet to a point at the northwest corner of said Lot 965; thence northwardly 52.28 feet to a point at the southeast corner of Lot 949 of said subdivision; thence continuing northwardly 12.74 feet to a point at the southwest corner of said Lot 967; thence eastwardly 120.23 feet to the point of beginning.

(b) Also all notes and indebtedness described in and secured by the instrument aforesaid without recourse.

EXECUTED this 24th day of March, 1975.

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION formerly known as WASHINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

[Signature]
By PETER M. MCKIBBIN
ASSISTANT VICE PRESIDENT

ATTEST:
[Signature]
ROYAL C. GARDNER, ASS'T. SECRETARY
STATE OF NEW YORK
COUNTY OF NEW YORK

Before me, the undersigned Notary Public in and for said County and STATE OF NEW YORK, personally appeared PETER M. MCKIBBIN and ROYAL C. GARDNER with whom I am personally acquainted and who upon oath acknowledged themselves to be the ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY, respectively of WASHINGTON FEDERAL SAVINGS AND LOAN being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Peter M. McKibbin, Ass't. Vice President and attesting the same by the Assistant Secretary

WITNESS my hand and Notarial Seal at office this 24th day of March, 1975
My Commission Expires: March 30, 1977
[Signature]
JORDHY NURECK
Notary Public

PROPERTY ADDRESS: 6919 Birchfield Cove, Horn Lake, Miss. 936

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 11 o'clock no minutes A. of April, 1975, and that the same has been recorded in Book 154 Page 460 of said county records.
9 April
[Signature]
2.50

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Union Planters National Bank of Memphis,
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 5th day of December 19 73, made and executed by E. L. McKenzie and
William W. Long of DeSoto County, MS to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 170 on page 93
of the Record of Trust Deeds, on the 11th day of January A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Tom E. Mitchell, Jr.
Tom E. Mitchell, Jr. Assistant Vice Pres.

Tennessee }
~~STATE OF MISSISSIPPI~~ } ss.
~~DeSoto County~~ }
Shelby County

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid, Tom E. Mitchell, Jr. -Assistant who acknowledged that he signed and
in said capacity Vice Pres., Union Planters National Bank
delivered the above and foregoing instrument in the day and date for the purpose therein mentioned.



Gives under my hand and seal of office this 4th day of April A. D. 1975.

James E. Johnson
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 17, 1978

LAWRENCE-ORNDORFF 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 9 day of April 1975, and that the same has been
recorded in Book 184 Page 461 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 2.50

H. P. Ferguson
H. P. Ferguson, CLERK

462

Compliments of
NORTHWEST TITLE GUARANTY COMPANY
Box 8
5696 Highway 51 South
Southaven, Mississippi
P A R T I A L R E L E A S E

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated NOV. 9, 1962 executed by Thompson & Wiygle to James R. Houston as Trustee(s) Sneed Bros. as Beneficiary, which Deed of Trust is recorded in Book 67, Page 291, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Sneed Bros., as Beneficiary as Trustee(s), named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Thompson & Wiygle, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 745, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 & 22 in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Thompson & Wiygle and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

OMIT joins heretofore the purpose of declaring that (he) (she) (it) is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing (his) (her) (its) consent and direction to the Trustees to execute this release.

Witness our signatures this the 11th day of November, 1963.

SNEED BROS.
By: Rowlett W. Sneed
K. V. O. Sneed

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 11th day of November, 1963, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Rowlett W. Sneed and V. O. Sneed signed and delivered, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Witness my hand and Notarial Seal at office the day and year above written.

Walter Sager
Notary Public

My commission expires: My Commission Expires 03, 11, 1967

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the instrument was filed for record at 9 o'clock 30 minutes A. of April 1963, and that the same has been recorded in Book 184 Page 462 of said DeSoto County, Mississippi.

9 April
H. P. Ferguson

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK
223 PAGE 776
THIS 18 DAY OF April 1978
H. D. J. [Signature]

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
1547 State Line Road
Southaven, Mississippi 38671

DEED OF TRUST

LOAN NO. 12080
AMOUNT OF LOAN \$15,480.00
AMOUNT OF INTEREST 6.284.82
AMOUNT OF SERVICE CHARGE -0-

THIS DEED OF TRUST, made and entered into this 4th day of April, 1975, by and between Coleman A. Bridges and Alice L. Bridges, his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services of Mississippi, Inc., having his principal office and post office address at 1547 State Line Road, Southaven, Mississippi 38671, hereinafter called the Beneficiary;

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Fifteen Thousand Four Hundred Eighty Dollars (\$15,480.00), evidenced by a Loan Agreement and/or promissory note, hereinafter referred to as "Note", dated April 4, 1975, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 60 monthly installments of \$258.00 commencing on the 25th day of May, 1975, and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 1931, Section H of Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent, of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein, authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trustee under this trust deed.

464

Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

George W. Smith

Coleman A. Bridges (L.S.)
Signature of Grantor Coleman A. Bridges

Orinda Beaman

Alice L. Bridges (L.S.)
Signature of Grantor Alice L. Bridges

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Coleman A. Bridges and Alice L. Bridges his wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 4th day of April, A.D. 19 75

(SEAL)

Barth R. Martin
Notary Public My Commission Expires August 24, 1978

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposed and saith that he saw the within named _____ and _____, his _____ whose name (is) (are) subscribed thereto, sign and deliver the same to _____, that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____, his _____, and _____, the other subscribing witness, subscribe his name as witness thereto in the presence of the said _____ and _____, his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____, A.D. 19 _____

(SEAL)

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

On _____, 19 _____

On this _____ day of _____, 19 _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at _____ o'clock

50 minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 463 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.
Fees \$ 3.00 pd.

SEAL *H. P. Ferguson* CLERK

DEED OF TRUST

Coleman A. Bridges

Alice L. Bridges, his wife

TO

Arco Financial Services

1547 State Line Road

Southaven, Miss. 38671

Trustee

Robert Q. Whitwell

THE STATE OF MISSISSIPPI

County

Clerk of the Chancery Court of _____ County, do hereby certify that the within named Deed of Trust was filed for record in my office on the day of _____ 19 _____ at _____ o'clock _____ M., and the same together with the certificate and acknowledgment is now duly recorded in Book _____ page _____ of the Records of Trust Deeds in my office.

Given under my hand and official seal the _____ day of _____ 19 _____

By _____

3.00

Return to: Record Data of Mississippi Suite 922-100 N. Main Memphis, TN. 38103

CANCELLED BY AUTHORITY RECORDED IN BOOK 243 PAGE 115 THIS 22 DAY OF May 1979 H. G. Ferguson CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 240 PAGE 597 THIS 6 DAY OF Apr 1979 H. G. Ferguson CHANCERY CLERK

LICENSED LENDER

FINANCEAMERICA CORPORATION LAND DEED OF TRUST

FinanceAmerica 1711 Stataline Rd. Southaven Miss.

Form with fields for NO. AND STREET, CITY, MONTHLY INSTALLMENT DUE DATE, LOAN DATE, INTEREST, SERVICE CHARGE, COMBINED DISC. & SERV. CH., OFFICIAL FEES, TOTAL OR PARTIAL CONVEYANCE LOAN, PRINCIPAL AMT OF LOAN, FIRST PAYMENT DUE, FINAL PAYMENT DUE, RESCISSION DATE.

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS Robert Q. Whitwell, Attorney, Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY:

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement.

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument:

THEREFORE, in consideration of One Dollar (\$1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:

Lot No. 315, Section D, DeSoto Woods Subdivision as appears on the plat recorded in the Chancery Clerk's Office in Plat Book 10, Page 39, in Section 1, Township 2, Range 8, DeSoto County, Mississippi, together with all improvements and appurtenances thereunto belonging, including but not limited to one (1) 1973 60 foot by 12 foot Crimson Mobile Home bearing Serial No. 43-6216, and any improvements or fixtures attached thereto. For all intents and purposes the Grantors consider the Mobile Home Trailer referred to to be part of the realty herein given as collateral and, in addition, have executed a UCC-1 Financing Statement giving a second lien on the said Mobile Home Trailer to the Grantee.

This Deed of Trust is second and subordinate to that certain First Deed of Trust dated 9-20-73, executed by Richard Gates Forsyth and wife, Edna Susan Forsyth, to Stanley L. Winder and Sidney M. Katz, Trustees for National Mortgage Company, Beneficiary, filed for record 10-18-73, and recorded in Real Estate Trust Deed Book 166, at Page 491, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Further, this Deed of Trust is second and subordinate to that certain First UCC-1 Financing Statement executed by Richard Gates Forsyth and wife, Edna Susan Forsyth, to Kensington Mortgage & Finance Corporation, 2949 North Mayfair Road, Milwaukee, Wisconsin, 53222, being No. 86-10-73, of record in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding \$10,000.00 before the cancellation of record of this instrument.

The Beneficiary or any owner of the note, notes or indebtedness secured hereby, may at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, or otherwise, this conveyance shall be void; otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this day of 19

Signed in the presence of: x Richard G. Forsyth (SEAL) x Edna Suzanne Forsyth (SEAL) x (SEAL)

466

STATE OF MISSISSIPPI,

Deoto County.

Personally appeared before me, the undersigned Notary Public
in and for said County, the within named Richard Forsythe and Edna S. Forsythe

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 4th day of April, 1975
Richard S. McCarley

My Commission Expires April 24, 1976



STATE OF MISSISSIPPI, DEOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
40 minutes A. M. 8 day of April, 1975, and that the same has been
recorded in Book 184 Page 465 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April, 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

LANE
DEED OF
FROM

TO

Filed for Record
o'clock

STATE OF MISSISSIPPI

Deoto County

I certify that this Deed of T
in my office at 8:40 o'clock
the 8 day of
and was duly recorded the

Book No. 19

Witness my hand and seal of o
day of

STATEMENT OF C

For recording words at

Per 100

Taking Acknowledgment

Certificate and Seal

Total

3.00

Return to:
Record Data of Mississippi
Suite 922-100 N. Main
Memphis, TN 38103

467

CANCELLED BY AUTHORITY RECORDED IN BOOK
198 PAGE 388
THIS 13 DAY OF April 1976
H. B. Ferguson
CHANCERY CLERK

LICENSED LENDER
FINANCEAMERICA CORPORATION LAND DEED OF TRUST
1711 Stateline Rd. Southaven, Mississippi
NO. AND STREET CITY

NO.	30526-8	MONTHLY INSTALLMENT DUE DATE	10	LOAN DATE	4/3/75
MORTGAGORS—BORROWERS		SPOUSE		INTEREST (DISCOUNT)	\$1790.35
James L. Collins		Adocia M.		SERVICE CHARGE	\$3.00
897 Camelot		Horn Lake, Miss.		COMBINED DISC.	\$1790.35
				OFFICIAL FEES	\$3.00
				TOTAL OF Pmts. CONTD. OF LOAN	5004.00
				PRINCIPAL AMT. OF LOAN	3213.65
NOTE IS PAYABLE BY MONTHLY PAYMENTS. THE FIRST ONE FIRST PAYMENT DUE					
x\$ 139.00 AND 35		x\$ 139.00		5/10/75	4/10/78
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE					
DATE				REVISION DATE	
				4/08/75	

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS, Robert Q. Whitwell, Attorney Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY;

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument;

THEREFORE, in consideration of One Dollar (\$1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DeSoto County, Mississippi, to wit:

Lot 349, Sec. "A", in DeSoto Village Subdivision on Sec. 34, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 7, Pages 9 through 14 in the Office of the Chancery Clerk of said County.

Beginning at a point in the southwesterly line of Camelot Road at the easternmost corner of Lot 348 of said subdivision 120 feet southeastwardly from the southeasterly curb line of Hermitage Road, produced; thence south-eastwardly along the southwesterly line of Camelot Road 65 feet to a point at the northernmost corner of Lot 350 of said subdivision; thence southwestwardly 130 feet to a point at the western-most corner of said Lot 350; thence northwestwardly 45.2 feet to a point at the northern-most corner of Lot 340 of said subdivision; thence northeastwardly 35.9 feet to a point at the southern most corner of said lot 348; thence continuing northeastwardly 100.2 feet to the point of beginning.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding \$10,000.00 before the cancellation of record of this instrument.

The Beneficiary or any owner of the note, notes or indebtedness secured hereby, may at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, or otherwise, this conveyance shall be void, otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this _____ day of _____ 19 _____
Signed in the presence of:

..... x *James L. Collins* (SEAL)

..... x *Adocia Collins* (SEAL)

..... x (SEAL)

468

STATE OF MISSISSIPPI,

Desoto County.

Personally appeared before me, the undersigned Notary Public
in and for said County, the within named James & Adoria Collins

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 3rd day of April 1975
Delucias R. Early

My Comm. expires 4/27/78



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
no minutes A. M. 8 day of April 1975, and that the same has been
recorded in Book 184 Page 467 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

LAND
DEED OF
FROM

TO

Filed for Record
o'clock

STATE OF MISSISSIPPI

Desoto County

I certify that this Deed of T
in my office at 9 o'clock
the 8 day of April
and was duly recorded the

Book No. 184

Witness my hand and seal of
day of April 1975

STATEMENT OF CLERK

For recording 3.00 words at

Per 100

Taking Acknowledgment

Certificate and Seal

Total

3.00

Return to:

Record Data of Mississippi
Suite 922-100 N. Main
Memphis, Th. 38103

3.95 acres - Tacker

C O R R E C T I O N
ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven, Mississippi, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 8th day of October, 1974, made and executed by Dan Tacker and wife, Donna Tacker, of Hernando, Mississippi, to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 180, Page 388, of the Record of Trust Deeds, on the 11th day of October 1974, is now fully paid and satisfied; and I/We do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

WITNESS my/our signature(s) this the 28th day of February, 1975.

FIRST NATIONAL BANK

By: Gerald R. Taylor
Gerald R. Taylor
Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, Gerald R. Taylor, Assistant Vice President of the above corporation who acknowledged that he, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 28th day of February, 1975.



My Commission expires:
My Commission Expires May 7, 1976

Bonnie J. Ingram
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 469 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

2.50

H. P. Ferguson CLERK

470

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 26, 1974 executed by Bailey Mortgage Company to National Bank of Commerce as Trustee(s) as Beneficiary, which Deed of Trust is recorded in Book 179, Page 108, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National Bank of Commerce as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 186, Section A, Holly Hills S/D, DeSoto County, Mississippi, more particularly described as follows:

Lot 186, Section A, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

To have and to hold the aforescribed real property unto the said Bailey Mortgage Company and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 3rd day of April 1975.

ATTEST: Mackie H. Guber NATIONAL BANK OF COMMERCE
By: Charles B. Quinn, Jr. C.L.O.

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Charles B. Quinn Jr. and Mackie H. Guber who acknowledged that as Commercial Loan Officer and Assistant Vice President respectively, for and on behalf of and by authority of NATIONAL BANK OF COMMERCE they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 3rd day of April 1975.



Arnell Qualls
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that this instrument was filed for record at 9 o'clock PM on the 30 day of April 1975, and that the same has been recorded in Book A. 184 Page 470

2.50

9 April
H. L. Ferguson

TRUST DEED

THIS INDENTURE, made this the 31st day of March, 1975, between WINERFORD W. HOPE, JR. and wife, LAURA MAY BRYANT HOPE, Party of the First Part, and SECURITY BANK OF SOUTHAVEN, Mississippi, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of SIX THOUSAND FIVE HUNDRED TWENTY-THREE and 20/100 DOLLARS (\$6,523.20), which includes principal and interest, repayable in 48 equal monthly installments of \$135.90 each, beginning April 30, 1975, and due the 30th day of each month thereafter, until paid in full, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, State of Mississippi:

Lot 1257, Section B, Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 48 and 49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 92, Page 467, and that certain Correction Deed of Trust of record in Book 93, Page 129, both in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but, in default thereof, the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein onfided, the party of the second part his/her/their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures this the 31st day of March, 1975.

Winerford W. Hope, Jr.
Winerford W. Hope, Jr.

Laura May Bryant Hope
Laura May Bryant Hope, also known as Laura Mae Bryant Hope

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Winerford W. Hope, Jr. and Laura May Bryant Hope, who do acknowledge that they signed and delivered the above and foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 31st day of March, 1975.



B. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 471 of the office of REAL ESTATE TRUST DEEDS

2.50

9 April 1975.
H. P. Ferguson

NOTARY PUBLIC
STATE OF MISSISSIPPI
My Commission Expires Feb. 19, 1978

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That Southaven Realty Company, Inc. of Southaven, Mississippi, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 7th day of February, 1973, made and executed by James E. Cuneo and wife, Patricia Ann Cuneo, of Southaven, Mississippi, to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 154, Page 24, of the Record of Trust Deeds, on the 12th day of February, 1973, is now fully paid and satisfied; and I/We do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

WITNESS my/our signatures, this the 7th day of April, 1975.



SOUTHAVEN REALTY CO., INC.

By: Virginia L. Berryman Vice President Dorothy R. Martin President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, the within named Dorothy R. Martin and Virginia L. Berryman, who acknowledged that as President and Vice President, respectively, of the above named Southaven Realty Company, Inc., they signed and delivered the above and foregoing instrument for and on behalf and by authority of the said corporation on this the 7th day of April, 1975.



My Commission expires: _____
My Commission Expires Feb. 19, 1978

S. M. Benson
Notary Public

Lot 67, Sec. A, Brook Hollow

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 472 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

250

H. P. Ferguson

Appointment of ^{Substitute} Successor Trustee of this Instrument Recorded in Real Estate TID Book No. 344 Page 369 This 7 day of Aug 1975 by H. B. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TID Book No. 187 Page 297 This the 27 day of June 1975 by H. B. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TID Book No. 186 Page 322 This the 4 day of June 1975 by H. B. Ferguson Clerk

VA Form 26-4222 (Home Loan)
Revised January 1974. Use Optional Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

This DEED OF TRUST, made and entered into this 4th day of April, 1975, by and between

JOHN A. MORGAN and wife, EVELYN C. MORGAN

, hereinafter called the Grantor;
G. L. Oates, hereinafter called the Trustee, and

WORTMAN & MANN, INC.

, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 444 North State Street, in Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 2722, Section M, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 52 and 53, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand Five Hundred & no/100 Dollars (\$ 29,500.00), with interest from date at the rate of Eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street, Jackson, Mississippi 39205, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Sixteen & 53/100 Dollars (\$ 216.53), commencing on the first day of June, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:
 - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.
 Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.
3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties hereunder by the failure to pay the interest secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

John A. Morgan
John A. Morgan

Evelyn C. Morgan
Evelyn C. Morgan

STATE OF MISSISSIPPI,
COUNTY OF DESOTO) AS:

Personally appeared before me Bobbie M. Braswell, the undersigned Notary Public in and for said County, the within named John A. Morgan and Evelyn C. Morgan, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 4th day of April, 1975.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 473 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 5.00 pd.

H. P. Ferguson
CLERK

Mississippi
County of Desoto
9:30 A.M.
day of April 1975
525215

204 PAGE 49

THIS 17 DAY OF Sept 19 76

H. B. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Lee Earl Robbins and wife, Bessie M. Robbins To DEED OF TRUST First National Bank, Southaven, Miss.

THIS INDENTURE, Made this 2nd day of April 19 75 between Lee Earl Robbins and wife, Bessie M. Robbins, Party of the first part, and First National Bank, Southaven, Miss., Party of the second part,

WITNESSETH, That whereas, said part of the first part, being indebted to the said part of the second part in the sum of One Thousand Six Hundred Thirty-Two and 24/100 Dollars (\$1,632.24), which includes principal and interest, and shall be repayable in 18 monthly installments of \$90.68 each with first installment being due on the 8th day of May, 1975, and due the 8th day of each month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part... the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part of the first part paid by Edwin C. Hardin, Trustee, the part of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi.

Lot 745, Section "C" of Southaven Subdivision in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 19, 20, 21, and 22, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 73, Page 83, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, assigned as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature the date written above. Lee Earl Robbins, Bessie M. Robbins

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Lee Earl Robbins and wife, Bessie M. Robbins

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 2nd day of April 19 75. (SEAL) Bobbie M. Braswell Notary Public D. C. My Commission expires: Feb. 19, 1976

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me, one of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 477 records of REAL ESTATE TRUST DEEDS of DeSoto County, Mississippi.

2.50

H. B. Ferguson 9 April 1975

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CANCELLED BY _____ PRIORITY RECORDED IN BOOK

191 540
THIS 8 DAY OF Oct. 1975

H. S. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

ERNEST A. WOMACK, JR., ET UX,

Grantors
To DEED OF TRUST
WILLIAM W. BALLARD, Trustee for
THE HERNANDO BANK,
Beneficiary

THIS INDENTURE, Made this 31st day of March 1975
between Ernest A. Womack, Jr. and wife, Doris Womack, Parties
and The Hernando Bank, Party

WITNESSETH, That whereas, said part of the first part, being indebted to the said part of the second part in the sum of Two Thousand and No/100 Dollars (\$2,000.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, repayable in one payment on September 27, 1975.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed the sum of One Dollar to the part of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part of the first part paid by William W. Ballard, Trustee, the part of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that now lie on hand, and all the crops of every kind to be grown by said family, or any hands working with or under either as landlord or tenant or otherwise, during the year 1975, on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

5.2 acres in the East Half of Section 26, Township 2, Range 9 West, described as beginning at the Southwest corner of said Section 26; thence North along the West line of said Section 260.5 feet to the center line of State Highway 301; thence Northeast along the center of said Highway 3,435.2 feet to the point of beginning of the herein described tract; thence North 4° 45' West 1,324.7 feet to the existing property line of the W. M. Ellis land; thence South 85° 30' minutes West 167.8 feet to a point; thence South 4° 45' East 1,378.5 feet to a point in the center of said Highway 301; thence in an easterly direction along the center line of said Highway 175.0 feet to the point of beginning and containing 5.2 acres as shown by survey of John W. McCormack, P.E., dated November, 1968.

PERSONAL PROPERTY

1 Used 1967 Parkway Mobile Home, 57' X 12', 3 BR-White, Serial No. LT357KFX595.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by This Trust Deed.

It is agreed that the mobile home upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security.

This instrument is second and subordinate to the Deed of Trust from Ernest A. Womack, Jr., et ux, to W. E. Wilroy, Jr., Trustee for The Hernando Bank, Beneficiary, securing an indebtedness in the original amount of \$16,683.60 and of record in Book 141, Page 206 of the Chancery Clerk's Office of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before the 27th day of September 1975 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part of the second part its assigns or legal representatives, can at any time appoint a Trustee to do in his stead.

Witness OUR signature the date written above.
ERNEST A. WOMACK, JR.
DORIS WOMACK

STATE OF MISSISSIPPI, DESOTO COUNTY
Personally appeared before me, The Undersigned Authority Ernest A. Womack and wife, Doris Womack of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 31st day of March 1975
(SEAL) Mary Ellen Robinson Clerk
My Commission Expires June 2, 1977 By D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 478 records of REAL ESTATE TRUST DEEDS of said County.

9 April 1975
H. S. Ferguson

250

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Wilson Searight

of Memphis, Tennessee

the beneficiary, does hereby certify that a certain trust deed bearing date the 12th day of November 19 74, made and executed by Reeves-Williams, Inc.

of _____, to _____ the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, County, in the State of Mississippi in Real Estate Trust Deed Record No. 181 on page 358

of the Record of Trust Deeds, on the 15th day of November, A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Wilson Searight
Wilson Searight

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority _____

in and for County and State aforesaid Wilson Searight who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 7th day of April, A. D. 19 75

My Comm. Expires
9-25-78

B. Bridgford

LEWIS & CLARK 21544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 479 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 9 day of April 1975.

Fee 2.50

H. P. Ferguson CLERK

490

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Pyramid Corporation
of Shelby County, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of September 1968, made and executed by James W. Simmons, et ux
of DeSoto County, Mississippi to Pyramid Corporation
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 104 on page 293
of the Record of Trust Deeds, on the 17th day of September, A. D. 1968, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

PYRAMID CORPORATION

BY: [Signature]
Hugh Bosworth, President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority:
Hugh Bosworth, President of said Pyramid
in and for County and State aforesaid, / Corporation who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 4th day of March A. D. 1975.

[Signature]

MY COMMISSION EXPIRES OCTOBER 15, 1978

LAWYER-GREENWOOD 57244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the above instrument was filed for record at 10 o'clock
10 minutes A. day of April 1975, and that the same has been
recorded in Book 184 Page 480 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 9 day of April 1975.

2.50

[Signature]

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 24th day of March 1972, made and executed by Alvie E. Shelton and wife,
Lois D. Shelton of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 140 on page 133
of the Record of Trust Deeds, on the 27th day of March, A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 7th day of April, 1975.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of April, A. D. 1975

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 8 day of April 1975, and that the same has been
recorded in Book 184 page 481 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 9 day of April 1975.

Fee \$ 2.50

[Signature]
H. P. Ferguson, CLERK

482

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of December 19 65, made and executed by Tom H. Milam and wife
Georgia A. Milam of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 86 on page 486
of the Record of Trust Deeds, on the 20th day of December, A. D. 19 65, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. this the 11th day of April, 1975.

The Hernando Bank

A. S. Ballard, Jr., President


STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority, Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 11th day of April A. D. 19 75
My Commission Expires: _____
My Commission Expires Jan. 7, 1978


Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 8 day of April 1975, and that the same has been
recorded in Book 184 Page 482 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 9 day of April 1975.
258


o/p pt.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 21st day of December 19 71, made and executed by Orena W. Gill, a widow
of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 136 on page 440
of the Record of Trust Deeds, on the 21st day of December, A. D. 19 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 2th day of April, 1975.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of April, A. D. 19 75

MY Commission Expires;
My Commission Expires Jan. 7, 1978

Elois M. Barbee
Notary Public

LAWRENCE-GARWOOD 21844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 8 day of April 1975, and that the same has been
recorded in Book 184 Page 483 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April, 1975.

Fee 2.50

H. P. Ferguson, CLERK

484

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of January 19 73, made and executed by Samuel R. Estes, and wife
Jacquelyn A. Estes of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 152 on page 444
of the Record of Trust Deeds, on the 8th day of January A. D. 1973, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 11th day of April, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th day of April A. D. 1975

My Commission Expires Jan 7, 1978

[Signature]
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. 1848 day of April 1975, and that the same has been
recorded in Book 484 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 9 day of April 1975.

Fee 2.50


[Signature]
H. B. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of July, 1973, made and executed by Mary E. Cansler and
Louise C. Crawford of The Hernando Bank
to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 163 on page 133
of the Record of Trust Deeds, on the 24th day of July, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 7th day of April, 1975.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of April, A. D. 1975
My Commission Expires:
My Commission Expires Jan. 7, 1978
Elois M. Barbee
Notary Public

LAWRENCE-GARHWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 8 day of April 1975, and that the same has been
recorded in Book 184 Page 485 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 9 day of April, 1975.
Cost 2.50
H. P. Ferguson CLERK

486

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

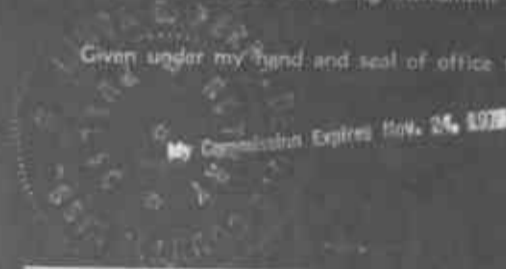
KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of April 1971, made and executed by E. Forrest Hamilton and
wife, Patricia Faye Hamilton of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No 127 on page 468
of the Record of Trust Deeds, on the 4th day of May A. D. 1971 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A Notary Public
in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 4th day of April A. D. 1975



Luder C. Perry

LAWRENCE-GRESHWOOD 02844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. 8 day of April 1975, and that the same has been
recorded in Book 184 Page 486 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 9 day of April 1975.
2.50

H. P. Ferguson

488

(In addition to, and concurrently with, the foregoing monthly installments, Grantor promises to pay to the said Association monthly an amount equal to one-twelfth (1/12th) of the annual taxes, ground rents, if any, mortgage insurance and insurance premiums to become due and payable to renew the insurance on said premises against loss by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider. Such installments shall be equal respectively to the estimated insurance premiums, taxes, and special assessments next due as estimated by the Association. The Association shall hold such monthly installments in trust to pay, to the extent that such installments are sufficient for such purposes, the said taxes, premiums and assessments when due.) No earnings or interest shall be payable to Grantor on such installments. The Association shall have the right to hold such installments in any manner the Association selects and may co-mingle the installments with any other monies held by the Association.

Any deficiency in the amount of the aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next payment, constitute an event of default under this Deed of Trust. At its option and without notice to the Grantor, the Beneficiary may collect a "late charge" not exceeding five per cent (5%) of each aggregate monthly payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

FIRST: In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also secure and cover such future and additional advances as may be made to Grantor by the Association, not to exceed \$200,000.00 over and above the principal indebtedness first above mentioned; the Association to be the sole judge as to whether such future additional advances shall be made, and of the terms and conditions upon which future additional advances shall be made.

SECOND: The Grantor herein agrees to keep the buildings and improvements on said property in a good state of repair, and shall pay all ground rents, taxes and assessments of every kind, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this Deed of Trust against loss or damage by fire, windstorm, and other hazards included in the standard Mississippi extended coverage insurance rider for the maximum amount of insurance obtainable or in such amount as may be approved by the Association, or the legal holder of the indebtedness secured hereby, in some solvent insurance company or companies authorized to do business in the State of Mississippi, and acceptable to the said Association, or to the legal holder of the indebtedness secured hereby, with standard mortgage clause attached in favor of said Association, or the legal holder of the indebtedness secured hereby, and shall have the policy or policies of insurance assigned and delivered to the legal holder of the indebtedness secured hereby. In like manner and subject to the same conditions, Grantor agrees to pay renewal premiums on mortgage insurance required by the Association. On failure so to do, the Association, or the legal holder of the indebtedness secured hereby, may make said repairs, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the sums so advanced and paid, with interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument until paid. The Trustee herein shall have all of the powers of sale or otherwise, with reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder of said note, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable without notice to the Grantor.

THIRD: In the event of loss or damage to the premises by fire or other hazard, Grantor will give immediate notice by mail to the Association, or the legal holder of the indebtedness secured hereby, who may make proof of loss if not promptly made by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association, or the holder of the indebtedness secured hereby, instead of to the Grantor and the Association, or the holder of the indebtedness secured hereby, jointly; and the insurance proceeds, or any part thereof, may be applied by the Association, or the holder of the indebtedness secured hereby, at its or their option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged.

FOURTH: In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or the Association.

FIFTH: Any and all sums of money, which may be now owing by Grantor to the Association, or which may be, at any time before the payment in full of the entire indebtedness secured hereby, advanced to Grantor, or for Grantor's account, (or, if one or more, owed by or advanced to either or them), or expended in the preservation or protection of any of said property as security for the indebtedness secured hereby against the claims of any and all persons whatsoever or however arising, by the Association, or the holder of the indebtedness secured hereby, or the Trustee herein, or which may in any way be or become at any time before the cancellation of record of this instrument due or owing from Grantor to the Association, whether otherwise secured or not, shall be secured by this instrument, be payable on demand, and shall bear interest at the highest rate legally permitted by the laws of the State of Mississippi in force and effective at the time such a charge of interest is authorized and permitted under the terms of this paragraph of this instrument, unless otherwise agreed in writing, and on default shall be collectible in the same manner, with the same attorney's fees, as hereinabove provided for the collection of the note hereinabove described or as herein provided for the collection of taxes and insurance premiums.

SIXTH: In case Grantor, or any vendee of the property here described, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or should involuntary bankruptcy proceedings be instituted, or should any proceedings be taken against the Grantor, or said vendee, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or Trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said Association, or any holder of the indebtedness hereby secured, be declared due and payable, without notice.

SEVENTH: Upon the sale, conveyance, or transfer by act of the Grantor of the title to all or any part of the property described herein, the entire indebtedness secured hereby shall, at the option of the Association, or the legal holder of said indebtedness, become immediately due and payable; and a failure to pay the same in full within ten (10) days after such transfer of title shall constitute a default hereunder according to the terms and conditions of this instrument.

EIGHTH: It is understood and agreed that: (A) the transfer of said ownership by the Grantor will in no way discharge or in any way affect the primary liability of the Grantor hereunder with respect to the indebtedness secured hereby, and, (B) the Association, or the holder of the indebtedness secured hereby, may charge a reasonable transfer fee to cover the cost of obtaining credit information and approving the change of ownership.

NINTH: NOW, if all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest thereon, and all and sundry of the terms, provisions, stipulations, and conditions of this instrument be fully complied with and performed, then, and in such events, this conveyance shall be null and void, otherwise to remain in full force and effect.

TENTH: BUT, should Grantor fail to pay all indebtedness secured hereby, including all interest thereon, promptly when due as hereinabove set forth, or fail to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or fail to pay, when due, any sum of money in any manner secured or to become secured by this instrument, then, in said event, the Trustee or his successors shall, whenever thereafter requested so to do by the Association, acting through any of its officers or agents, or by the holder of the indebtedness secured hereby, sell the whole, or any part of the property hereinabove described and conveyed or covered by this instrument, at such time, or times, at such place in Desoto County, Mississippi, as the Trustee may designate, at public auction, to the highest bidder, for cash, and after the advertisement and posting of notice for the time and in the manner now required by the laws of Mississippi for sales of lands under deeds of trust, with or without taking possession of said property; it being understood and agreed that the Association, or the holder of the indebtedness secured hereby, shall have the right, in any of said events, if said indebtedness, or any part of it, be not then due to declare the same immediately due and payable, either before or after such advertisement; and out of the proceeds of such sale, or sales, the Trustee shall first pay the expenses of executing this trust, including a reasonable Trustee's fee, and shall then pay the note secured hereby, with all interest and attorney's fee, if any, and shall next pay any and all other indebtedness secured hereby, and shall then pay any other indebtedness or lien outstanding and of record against said property, and lastly shall pay the remainder, if any, to Grantor.

ELEVENTH: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor Trustee shall have full power, in case he is directed to execute this trust, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the Grantor and the Association and all persons claiming through or under them, whether by contract or by law. The Trustee or any successor Trustee shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of an agent need not be recorded.

TWELFTH: At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the trust herein given, the Association, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance to the purchaser thereof.

THIRTEENTH: In the event of default in the payment of any installment promptly when due, or in the payment of any interest promptly when due, or in the event of failure to comply with or perform any of the terms, provisions, stipulations or conditions of this instrument, or when, for any reason the indebtedness secured by this instrument shall have been declared due as herein provided, the Trustee may, in addition to the power of sale hereinabove set out, and whenever thereafter requested so to do by the Association, or the holder of the indebtedness secured hereby, take immediate possession of all of the property conveyed hereby or for any reason subject to the lien of this Deed of Trust and retain the possession thereof and collect the rents and income from said property, and after deducting a reasonable amount to cover the expenses of such collection, apply the remainder to the payment of any part of the indebtedness secured hereby.

FOURTEENTH: As additional security hereto, the Grantor herein, his or its successors or assigns, does hereby transfer and assign unto the Association, its successors or assigns, all rents accruing from Lease Agreements or Rental Agreements on the above described property, and this Assignment shall include all future lease and rental agreements on existing structures, as well as lease or rental agreements on buildings constructed after the date of this instrument, and this Assignment shall include all ground leases now in effect or those

made by the Grantor, his or its successors or assigns, after the date of this instrument. The Association, its successors or assigns, may act upon this Assignment at any time by notifying in writing the tenants of the premises to pay the rents due, and to become due to the Association, and such payment shall discharge in full the tenants' obligation to the Grantor.

FIFTEENTH: Any funds belonging to Grantor in the hands of the Association and any payments made by Grantor to the Association, at any time during the continuance in effect of this instrument, may be credited by the Association to any item of indebtedness secured by this Deed of Trust or any other indebtedness of Grantor then or thereafter owing to the Association, at the election of the Association, to be made then or at any time thereafter.

SIXTEENTH: The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of the statutes applicable thereto.

SEVENTEENTH: This Deed of Trust shall operate as an extension and renewal of any Deed of Trust in favor of the Association that is outstanding on the above described property.

EIGHTEENTH: The Association, or any owner or holder of the note or other indebtedness secured hereby, may at its pleasure, without giving formal notice to the original or any successor Trustee, or to the Grantor herein, or vendees of the property hereby conveyed, immediate or remote, and without regard to the willingness or inability of any such Trustee to act, or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. The Association, or any holder of the note and other indebtedness secured hereby, may make such appointment if a person acting personally, and if a corporation by act of any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power; but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

NINETEENTH: A failure on the part of the Association, or the holder of the indebtedness secured hereby, to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the Association's or the holder's right to exercise said option in the event of any subsequent default.

TWENTIETH: Any right or privilege granted or conveyed to the Association, or the holder of the indebtedness secured hereby, by this instrument, may be exercised by said Association, acting through any officer or agent thereof, or by the holder of the indebtedness secured hereby, and, if such holder be a corporation, acting through any officer or agent thereof.

TWENTY-FIRST: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

TWENTY-SECOND: The wife (husband) of the aforesaid Billy L. Wood has joined in the execution of this instrument for the purpose of conveying, and does hereby convey, all of her (his) right, title, and interest in and to said property and specifically any homestead interest therein.

TWENTY-THIRD: This Deed of Trust together with the note secured hereby are made under the provisions of Sections 75-67-39 and 75-67-41 of the Mississippi Code of 1972, Annotated, and amendments thereto, and privilege is reserved to prepay the entire indebtedness upon the date for the maturity of any installment thereof, in accordance with said Section 75-67-41.

WITNESS our signatures, this the 4th day of April, 1975
Billy L. Wood Agnes E. Wood
Billy L. Wood Agnes E. Wood

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, Billy L. Wood and his wife (her husband) Agnes E. Wood, who severally acknowledged that they, and each of them, executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 4/TH day of April, 1975
My commission expires: September 25, 1978
D. B. Bridgforth Notary Public

STATE OF MISSISSIPPI,
COUNTY OF _____

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, _____ who acknowledged before me that _____ executed, signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____
My commission expires: _____
Notary Public

STATE OF MISSISSIPPI,
STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 8 day of April, 1975; and that the same has been recorded in Book 184 Page 482 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April, 1975.
5.00
H. P. Ferguson CLERK

490

192 PAGE 41

14 DAY OF October 1975

H. S. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Charles J. Moore, et ux,

Grantors

To { DEED OF TRUST

William F. Hagan, Trustee
for The Hernando Bank,
Hernando, Mississippi,
Beneficiary

THIS INDENTURE, Made this 4th day of April 1975
between Charles J. Moore and wife, Vicki J. Moore, parties

and The Hernando Bank, Hernando, Mississippi, party

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Four Thousand Dollars (\$4,000.00)

evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, due and payable on or before 120 days from date of this instrument.

and any further amount that the party of the second part may furnish the party of the first part during the life of this trust deed not to exceed \$8,000.00 and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that now are on hand, and all the crops of every kind to be grown by and family, or any hands working with or under either as landlord or tenant or otherwise during the year 1975 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

Beginning at a point in the east line of Section 5, 580.62 feet South 0° 19' 30" west of the northeast corner of Section 5, Township 2 South, Range 7 West, thence South 0° 19' 30" west along the east line of Section 5, 200.0 feet to a point; thence South 87° 08' 46" west 653.40 feet to a point; thence North 0° 19' 26" east 200.07 feet to a point; thence North 87° 09' 10" east 653.40 feet to the point of beginning, containing 130,680 square feet or 3.0 acres.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the date as aforesaid then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in its stead.

Witness OUR signature S the date written above.
Charles J. Moore
Vicki J. Moore
Vicki J. Moore

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Charles J. Moore and wife, Vicki J. Moore

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 4th day of April 1975
MY COMMISSION EXPIRES: (SEAL) June 2, 1977
By: Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P. 9 day of April 1975 and that the same has been recorded in Book 184 490 of the PUBLIC RECORDS OF REAL ESTATE TRUST DEEDS.

253
9 April 1975
H. S. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

763 PAGE 631
THIS 2 DAY OF June 19 95

W. E. Davis
CHANCERY CLERK

Assignment of this Instrument Recorded in
Book No. 422 Page 131

This the 1st day of Dec. 19 87

H. H. Ferguson
by D. Taylor, D.C. Clerk

USDA-FHA
Form FHA 427-1 MS
(Rev. 11-24-70)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, April 8, 1975
(Date)

by and between the undersigned Thelma M. Smith

residing in Tennessee
Shelby County, ~~Mississippi~~ whose post office

address is Apt. 5, 1944 Florida, Memphis, Tennessee 38109, ~~Mississippi~~

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 8, 1975	\$17,830.00	8-1/2%	April 8, 2008

and
WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the insured lender and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

Desoto

One acre in the Northeast Quarter of Section 36, Township 1, Range 9 described as BEGINNING at an iron pin in the south right-of-way of Goodman Road, said pin being east 200 feet and south 40 feet from the northwest corner of the Northeast Quarter of Section 26, Township 1, Range 9; thence North 84 degrees 20 minutes east 130 feet to an iron pin; thence south 5 degrees 30 minutes east 335.08 feet to an iron pin; thence south 84 degrees 30 minutes west 130.0 feet to an iron pin; thence north 5 degrees 30 minutes west 335.08 feet to the point of beginning, as shown by the survey of Charles G. Carver, dated Juen 27, 1974.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

WITNESS the signature(s) of Borrower the day and year first above written

Thelma M. Smith
Thelma M. Smith

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within-named Thelma M. Smith

and _____, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 8th day of April, 1975.



Sarah J. Schune
(Signature)
Sarah J. Schune
NOTARY PUBLIC
(Title) Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MARCH 24, 1977

WALKER, FRANKS, RONE, BRIDGFORTH & WOODS, LTD.

GPO 828-743

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 20 minutes A. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 491 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$5.00 pd.

H. P. Ferguson
H. P. Ferguson

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, FIRST NATIONAL BANK, Hernando, Mississippi, (formerly FIRST NATIONAL BANK, Southaven, Mississippi) - - - - - does hereby release from the lien of the Deed of Trust given by VIRDEN HOMES, INC., A Mississippi Corporation, - - - - - for the benefit of First National Bank, Southaven, Mississippi, which Deed of Trust is dated October 30, 1972, and recorded in Deed of Trust Book 149, Page 611 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lots 805, 808, 810, 811, 723, 734 and 735 all in Section D, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 42 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

Lots 952 and 976, Section "E", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 44 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

Lot 1238 in Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 149, Page 611 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the 7th day of April, 1975.

FIRST NATIONAL BANK,
Hernando, Mississippi,
(formerly FIRST NATIONAL BANK,
Southaven, Mississippi)

By Jack W. Waring
(Name) President
(Title)

496

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Jack W. Wessery, the President (Title) of FIRST NATIONAL BANK, Hernando, Mississippi, (formerly FIRST NATIONAL BANK, Southaven, Mississippi) who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said bank, he being duly authorized so to do.

GIVEN under my hand and Official Seal this, the 7th day of April, 1975.



Betty K. Mcintosh
NOTARY PUBLIC

My Commission Expires:

Jan. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock no minutes P. M. 8 day of April 1975, and that the same has been recorded in Book 184 Page 495 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
218 PAGE 505
THIS 21 DAY OF April 1975

FOR REAL ESTATE, CHATTEL OR BOTH

EDMUND W. PERRY, ET UX,
Grantors

To { DEED OF TRUST
WILLIAM F. HAGAN, TRUSTEE
FOR BARRY BRIDGFORTH
REALTY, INC.,
Beneficiary

THIS INDENTURE, Made this 4th day of April 1975
between Edmund W. Perry and wife, Martha McIlvain Perry, parties
of the first part,
and Barry Bridgforth Realty, Inc., Party
of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y
of the second part in the sum of Twelve thousand seven hundred dollars
(\$12,700.00) evidenced by their one promissory note of like amount and even date herewith,
bearing interest at the rate of 10% per annum from date, due and payable on or before
April 4th, 1976.

and any further amount that the party of the second part may furnish the party of the first part during the year 1976, not to exceed _____
and the part ies of the first part having agreed to secure the prompt
payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part
paid by William F. Hagan Trustee, the parties of the first part ha VE this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agreement
products of every kind that now be on hand and all the crops of every kind to be grown by _____ and
family, or any hands working with or under _____ or as landlord or tenant or otherwise, during the year 1976, on the land that _____
may cultivate, or cause to be cultivated, or landlord or tenant and all _____ forming implements of every kind and

Lot 15 of Ridge View Subdivision as shown on Plat appearing of record in Plat Book 12,
Pages 41-44 in the land records of DeSoto County, Mississippi, in the Office of the
Chancery Clerk of said county, to which recorded plat reference is made for a more
particular description of said lot. Said property is located in Section 26, Township
1, Range 7 West.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness
on or before the _____ as aforesaid _____ then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part
its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Edmund W. Perry
Martha McIlvain Perry

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned _____ of said County, the within named
Edmund W. Perry and wife, Martha McIlvain Perry

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 4th day of April 1975
MY COMMISSION EXPIRES: (SEAL) 8-11-76 By Notary Public _____

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named
one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes 7 P. M. 8 day of April 1975, and that the same has been
recorded in Book 184 Page 497 records of REAL ESTATE TRUST DEEDS
of said County.

THIS 9 DAY OF April 1975.
H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
257 PAGE 653
THIS 10 DAY OF April 1980
H. P. Ferguson
CHANCERY CLERK

498

Waverly Priority
Cancellation of this Instrument Recorded in
Real Estate TID Book
No. 191 Page 171
This 25 day of Sept. 1975
H. G. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
197 PAGE 310
THIS 17 DAY OF March 1976
H. G. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Raymond T. Wilson,
Grantor
To { DEED OF TRUST
William F. Hagan, Trustee
for Barry Bridgforth
Realty, Inc.,
Beneficiary

THIS INDENTURE, Made this 4th day of April 1975
between Raymond T. Wilson, party
of the first part,
and Barry Bridgforth Realty, Inc., party
of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of Thirteen thousand six hundred ninety two dollars (\$13,692.00) evidenced by his one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from maturity, repayable in 84 equal monthly installments of \$163.00 each, with the first monthly installment being due and payable on or before May 5th, 1975, and one installment is due and payable on or before the 5th day of each consecutive succeeding month thereafter until all installments are paid. Installments include principal and interest.

and any further amount that the party of the second part may furnish, the party of the first part during the year 1975, not to exceed the sum of One Dollar to the part Y of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by William F. Hagan Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that grow on land, and all the crops of every kind to be grown by and family, or any hands working with or under, whether as landlord or tenant or otherwise, during the year 1975, on the land that any cultivate, or cause to be cultivated; or harvest or cause to be harvested; and all the farming implements of every kind and

Lot 11 of Ridge View Subdivision as shown on Plat appearing of record in Plat Book 12, Pages 41-44 in the land records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 26, Township 1, Range 7 West.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed by parties of the first part that failure to pay any installment when due matures the entire indebtedness and the trustee or substitute trustee is authorized to foreclose this trust deed.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 10th day of the month of April 1975, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.
Raymond T. Wilson

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Raymond T. Wilson

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 4th day of April 1975
MY COMMISSION EXPIRES: 3-11-76 (SEAL) By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and testified that he saw the above named

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock P.M. on April 18, 1975, and that the same has been recorded in Book 184 8 498

2.50
9 April 1975
H. G. Ferguson

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That James W. Amos, Trustee, of the beneficiary, BANK OF MISSISSIPPI, does hereby certify that a certain trust deed bearing date the 9th day of April, 1974, made and executed by HENRY B. BASSI and wife, BETTY C. BASSI to BANK OF MISSISSIPPI, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 173, on Page 535, of the Record of Trust Deeds, on the 11th day of April, A.D. 1974, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THIS THE 8th day of April, 1975.

James W. Amos
JAMES W. AMOS, TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, JAMES W. AMOS, TRUSTEE, who acknowledged that he signed and delivered the above said foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 8th day of April, A.D. 1975.

Linda A. Perry
NOTARY PUBLIC

My commission expires: *Nov 24, 1975*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M. 9 day of April 1975, and that the same has been recorded in Book 184 Page 500 records of REAL ESTATE TRUST DEEDS of said County.

Witness: my hand and seal this 9 day of April 1975.

H. P. Ferguson

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Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 198 Page 348
This the 12 day of April 1976

Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 185 Page 356
This the 6 day of May 1975

DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of April, 1975, among the Grantor, HENRY B. BASSI, and wife, BETTY C. BASSI

G. L. OATES (herein "Borrower"),
WORTMAN & MANN, INC. (herein "Trustee"),
and the Beneficiary, WORTMAN & MANN, INC., a corporation organized and existing under the laws of Mississippi, whose address is 444 North State Street, Jackson, Mississippi, (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 10, Section A, Germantown Manor Subdivision situated in Sections 16 and 21, Township 1 South, Range 6 West, as shown by plat of record in Plat Book 8, Pages 9 and 10, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Forty Two Thousand and No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY RECORDED IN BOOK
634 PAGE 824
THIS 29 DAY OF Sept 1993
W. E. Davis
175 Cleveland St

Magnolia Federal Bank for Savings
Assignment of this instrument recorded in
Real Estate 710 book
No. 528 Page 111
This the 31 day of Dec, 1990
W. E. Davis Clerk
by C. Powell, D.C.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Henry B. Bassi
HENRY B. BASSI -Borrower

Betty C. Bassi
BETTY C. BASSI -Borrower

Route 3, Box 49

Olive Branch, Miss. 38654
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Henry B. Bassi and wife, Betty C. Bassi who acknowledged

that the signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 7th day of April, A.D., 1975.

My Commission expires:
March 3, 1976

John W. [Signature]
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was
filed for record at 8 o'clock

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
30 minutes A. M. 9 day of April 1975, and that the same has been
recorded in Book 184 Page 501 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 5.00

H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

A. Gerald Davis, et ux, Grantors
To { DEED OF TRUST
C. B. Davis, et ux, Beneficiaries

THIS INDENTURE, Made this 15th day of December 19 74
between A. Gerald Davis and wife, Laverne K. Davis
of the first part,
and C. B. Davis and wife, Allie F. Davis of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Thirty-one Thousand Eight Hundred Dollars (\$31,800.00) evidenced by one promissory note of even date bearing 6 1/2 interest due and repayable \$4,800.00 on December 15, 1975 and then nine (9) annual installments of \$3,000.00 each with each installment bearing its own interest due with the principal of each installment.

and say further that the party of the second part may furnish the party of the first part during the year 19... out to exceed... and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... on hand, and all the crop of every kind to be grown by... and family... with or under... as landlord or tenant or otherwise during the year 19... on the land... to be cultivated as landlord or tenant or otherwise... farming implements of every kind and

The land in DeSoto County, Mississippi described as follows, to-wit:

45.99 acres in the Southeast Quarter of Section 8, Township 2 South, Range 7 West described as beginning at the Northeast corner of the Southeast Quarter of Section 8, Township 2 South, Range 7 West, said point being the Northeast corner of the Eliza Gray 36 acre lot as shown by the survey of R. L. Cooper, C. E. dated April, 1951 and said point being marked with an iron pipe; thence south 85° 21' west a distance of 1,651.30 feet to a point marked with an iron pipe; thence south 5° 08' east a distance of 3,129.85 feet to a point marked with an iron pipe; thence north 85° 03' east a distance of 1,233.00 feet to a point marked with an iron pipe; thence north 5° 12' west a distance of 449.86 feet to an iron pipe; thence north 86° 56' east a distance of 421.50 feet to an iron pipe; thence north 5° 15' west along the east line of said Section 8 a distance of 873.35 feet to the point of beginning, containing 45.99 acres, more or less. All bearings magnetic.

A failure to pay the installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note. The maker will have the right to pay all or any part of the indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 15th day of December 19 84 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above. A. Gerald Davis, Laverne K. Davis

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named A. Gerald Davis and wife, Laverne K. Davis

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 9th day of April 1975. Sarah [Signature] Notary Public

MY COMMISSION EXPIRES MARCH 24, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY. Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 9 day of April 1975, and that the same has been recorded in Book 184 Page 505 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 9 day of April 1975.

2.50 H. P. Ferguson, CLERK

506

CANCELLED BY AUTHORITY RECORDED IN BOOK

195 PAGE 181

THIS 13 DAY OF Jan. 1976

H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Ronald S. Krzeminski and wife,
Carol T. Krzeminski
To { DEED OF TRUST
First National Bank,
Southaven, Miss.

THIS INDENTURE, Made this 3rd day of April 1975
between Ronald S. Krzeminski and wife, Carol T. Krzeminski,
Party of the first part,
and First National Bank, Southaven, Miss., Party of the second part,
WITNESSETH, That whereas, said party of the first part, being indebted to the said party
of the second part in the sum of One Thousand Three Hundred Thirty-Five
and 72/100 Dollars (\$1,335.72), which includes principal and interest, and shall be
repayable in 12 monthly installments of \$111.31 each with first installment being due
on the 3rd day of May, 1975, and due the 3rd day of each month thereafter until paid
in full;

and any further amount that the party of the second part may furnish the party of the first part
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
the party of the first part having agreed to secure the prompt
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party
paid by Edwin C. Hardin, Trustee, the party of the first part has this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi,
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Lot 2801, Section N, Southaven West Subdivision in
Section 26, Township 1 South, Range 8 West, as shown
by the plat recorded in Plat Book 5, Pages 8 and 9, in
the office of the Chancery Clerk of DeSoto County,
Mississippi. Being all and the same property conveyed
to Agatha R. Turner by Warranty Deed of record in Book
82, Page 148, in said Clerk's Office.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in
Book 113, Page 601, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take
possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness
on or before ~~XXXXXXXXXXXXXXXXXXXX~~ maturity ~~XXXXX~~, then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its
assigns or legal representatives, can at any time appoint a Trustee in its stead.

Witness Ollie signature S the date written above.
Witness
Ronald S. Krzeminski
Carol T. Krzeminski

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named
Ronald S. Krzeminski and wife, Carol Krzeminski

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 3rd day of April 1975.
(SEAL) Bobbie M. Braswell
My Commission expires: Feb. 19, 1976 Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, _____ of said County, this day personally appeared the above named
_____ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,
deposeth and saith that he saw the above named
whose name _____ subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness
and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A.M. 1849 April 1975, and that the same has been
recorded in Book 506 of REAL ESTATE TRUST DEEDS

Witness
9 April 1975
H. P. Ferguson

250

SUBORDINATION AGREEMENT

THIS INDENTURE is executed on this the 30th day of March, 1975, by and between FIRST NATIONAL BANK OF SOUTHAVEN, Mississippi, and ARTHUR E. HUGGINS.

WITNESSETH:

WHEREAS, Edwin C. Hardin and Jean S. Hardin, are the owners in fee of the following described property situated in Section 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Lot 2453, Section L, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

WHEREAS, Arthur E. Huggins is the owner and holder of that certain promissory note secured by Deed of Trust executed on the 20th day of April, 1971, by Edwin C. Hardin and wife, Jean S. Hardin, to Rex F. Sanderson, Trustee for Arthur E. Huggins, and filed for record at 10:00 A. M. on April 29, 1971, and recorded in Book 127, at Page 452 thereof, which is secured by the above described property and,

WHEREAS, FIRST NATIONAL BANK, Southaven, Mississippi, is about to loan the sum of Thirty Five Hundred and no/100 Dollars (\$3,500.00) to Edwin C. Hardin and wife, Jean S. Hardin, which is to be evidenced by a promissory note secured by a Deed of Trust upon and covering the premises and property hereinabove described by plat, and,

WHEREAS, to induce First National Bank, Southaven, Mississippi, to make the loan to Edwin C. Hardin and wife, Jean S. Hardin, the undersigned Arthur E. Huggins has heretofore agreed and consented to subordinate his Deed of Trust covering said premises to the lien of the Deed of Trust about to be made to and in favor of FIRST NATIONAL BANK, Southaven, Mississippi, as above set forth.

NOW, THEREFORE, Arthur E. Huggins, in pursuance of the agreement and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable

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considerations, to him cash in hand paid by FIRST NATIONAL BANK, Southaven, Mississippi, the receipt, adequacy and sufficiency of which is hereby acknowledged, does for himself, his successors and assigns, hereby consent, covenant, and agree to and with FIRST NATIONAL BANK, Southaven, Mississippi, its successors, and assigns that his Deed of Trust as hereinabove described is and shall continue to be subject and subordinate in lien and priority to the said lien of the Deed of Trust about to be made to and in favor of FIRST NATIONAL BANK, Southaven, Mississippi.

 ATTEST
[Signature]

FIRST NATIONAL BANK
By *Jack W. Ussery*
Jack Ussery, President

ARTHUR E. HUGGINS
By *Arthur E. Huggins*
Arthur E. Huggins

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jack Ussery and *Arnold Taylor* who acknowledged that as President and Assistant Vice President respectively, for and on behalf of and by authority of FIRST NATIONAL BANK, Southaven, Mississippi, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 8th day of April, 1975.


My Commission expires:
My Commission Expires May 7, 1977

Bennie J. Ingram
Bennie J. Ingram
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, Bobbie M. Braswell, a Notary Public of said County, the within named Arthur E. Huggins who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 30 day of March, 1975.



Bobbie M. Braswell
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 9 day of April 1975, and that the same has been recorded in Book 184 Page 509 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

Fee 3.50

H. P. Ferguson
CLERK

510
Lot 178, B, Holly Hills

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated April 16, 1974, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 174, Page 91, in your office, same having been fully paid and satisfied.

EXECUTED this the 27 day of March, 1975.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo
Paul J. Salvo, Comptroller

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo, Comptroller and William Cook, Vice President of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 27 day of March, 1975.

My Commission expires:

My Commission Expires Oct. 31, 1978

Lucille Brown
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. P. 1 day of April 1975, and that the same has been recorded in Book 184 Page 510 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 9 day of April 1975.

Page 2.50

H. P. Ferguson

CANCELLED BY AUTHORITY, RECORDED IN BOOK
THIS 516 PAGE
8 DAY OF Aug 59
W. E. Lane
Chancery Clerk

Re-record
Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 287 Page 73
This the 31 day of Aug. 19 82
H. D. Ferguson

Re-record
Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 287 Page 78
This the 31 day of Aug. 19 82
H. D. Ferguson

Branch Memphis #90 No. Mos 180

March 6 1975

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, William R. Giles and Ella B. Giles, his wife

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Jackson Mississippi, hereinafter called Beneficiary, in the sum of Twenty Six Thousand Three Hundred Eighty Eight and 00/100 (\$ 26,388.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 146.60 , the first of said installments being due and payable on the 5th day of June , 19 75 , and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III, hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of DeSoto State of Mississippi, described as follows:

Lot 6 of Pleasant Hill Estates Subdivision in Section 12, Township 2 South, Range 7 West as shown on the recorded plat of said subdivision in Plat Book 8, Pages 4 and 5, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

For source of title see book 93 page 83.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgage clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust herein, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor to this real estate, where necessary for the protection of the said Beneficiary's interests, or in defending this trust deed as a valid first lien on the real estate described or intended to be described herein, where necessary, or in seeking to have the trust deed reformed by judicial proceedings, where necessary because of mistake in this act, or in causing this trust to be executed, shall constitute a part of the debt secured by this trust deed and shall become immediately due and payable to the said Beneficiary and shall bear interest thereafter at the rate of six per cent per annum. The Grantor agrees to pay all necessary and usual charges incident to the consummation of this loan, and likewise the usual and necessary costs incident to the cancellation upon the record or records of this trust deed after the loan has been repaid in full.

Sixth: In case the Grantor shall abandon the property conveyed hereby or become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put him in involuntary bankruptcy, or should any proceedings be taken against the Grantor, looking to the appointment of a receiver, assignee or Trustee, then, and in either or any such case, all rents becoming due and payable to the Beneficiary herein, to be applied on the indebtedness secured hereby, and whole indebtedness hereby secured, may, at the option of the Beneficiary, be declared due and payable.

FORM JW-250

Mid State Home
Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 512 Page 447
This the 28th day of June 19 70
W. E. Lane
Chy D. Taylor, S.C. Clerk

Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 284 Page 287
This the 9 day of June 19 82
H. D. Ferguson

Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 284 Page 292
This the 9 day of June 19 82
H. D. Ferguson

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 6th day of March 1975

William R. Giles
Ella B. Giles

WITNESS: *Gene Snyder*

WITNESS: *Frank D. Scott*

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that _____ signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 19____

Notary Public
My Commission Expires

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

SEAL

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gene Snyder one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposes and saith that he saw the within names William R. Giles and Ella B. Giles

husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III, (Trustee) Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Ella B. Giles and William R. Giles husband and wife.

GIVEN under my hand and official seal, this the 6th day of March 1975

Shelby Fox III
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 29, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of April 1975, and that the same has been recorded in Book 184 Page 511 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 9 day of April 1975.

Fee \$ 4.00

W. P. Ferguson

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, April 8, 1975
(Date)

by and between the undersigned Stephen D. Williams and wife, Loretta P. Williams

residing in DeSoto County, Mississippi, whose post office

address is Route 2, Box 541, Olive Branch, Mississippi 38654

grantor(s), herein called "Borrower," and Aaron Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April <u>8</u> , 1975	\$41,300.00	5%	April 8, 1976

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

The land lying and being situated in DeSoto County, Mississippi described as follows, to wit: 49.52 acres situated in the West half of the Northeast Quarter of Section 17 Township 2, Range 6 West and being described as BEGINNING at an old iron pin in the North line of said Section 17; thence with the North line of said Section, North 84° 11' East to a point, the Northeast Corner of said West half of Northeast Quarter; thence with the East line of said West half of the Northeast Quarter South 5° 36' East 2,640 feet to a cross-tie corner, the Southeast of said West half of the Northeast Quarter; thence with the South line of said Northeast Quarter South 84° 45' West 923 feet to a stake; thence North 1° West 2,414.6 feet to a point in College Road; thence North 31° 40' East 292 feet to the point of beginning and containing 49.52 acres and being the same property conveyed to Stephen D. Williams by deed of record in Deed Book 63, Page 168.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY PAID AND SATISFIED, 4-27-76
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION, BY Aaron Goolsby
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31, F. R. 14109.

N. S. Ferguson
B. M. Meane

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written

Stephen D. Williams
 Stephen D. Williams

STATE OF MISSISSIPPI }
 COUNTY OF DeSoto }
 as: *Loretta P. Williams*
 Loretta P. Williams
 ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within-named Stephen D. Williams and Loretta P. Williams, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 9th day of April, 1975.



My Commission Expires: 5-4-77

James E. Wood
 (Signature)
Notary Public
 (Title)

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of April 1975, and that the same has been recorded in Book 174 Page 513 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees: 5.00

H. P. Ferguson
 CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
195 PAGE 245
THIS 15 DAY OF Jan 1976
H. B. Ferguson
CHANCERY CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date 5-20-75	Final Payment Date 1-8-78	Loan Number 5897-	Date of Note 1-8-75	No. of Payments 35	Am't. of Each Pay't 63.87
Agreed Rate of Chg. 15.00 APR	Cash to Borrower 2505.99	Recording Fee 2.50	Vehicle Ins. Premium	Household Goods Insurance Premium	
Accident & Health Insurance Premium	Life Ins. Premium 117.30	Prin. Am't of Loan 2655.79	Interest and Charges 2x\$1902.09	Amount of Note 3557.68	

(GRANTORS)
(Names and Addresses)
Margaret B. Booth
Darrell Lee Booth
395 Salina Cv
Hernando, Ms

(GRANTEE)
COMMERCIAL CREDIT PLAN, INC
A Tennessee Corp. hereafter called
Commercial Credit Plan, Inc.
1166 Olive Branch Blvd.
Memphis,
MISSISSIPPI

THIS DEED OF TRUST made the date indicated immediately above the signatures lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

- Grantors are indebted to Commercial Credit Plan, herein called Grantee for the amount of money shown in the block "Amount of Note" above, payable in instalments in amounts and at times shown above.
- For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.
- This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of trust of record at the expense of Grantors, otherwise to remain in full force and effect.
- Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said realty.
- Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Grantee, its successors or assigns, as its interest shall appear, and shall be delivered the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.
- If default should be made in the prompt payment of any instalment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then, the whole amount remaining unpaid on said promissory note shall, at the option of Grantor become due and payable at once without demand. The Trustees hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is W. T. Holmore and
Forrest, No. 114 Florence Street, Hattiesburg
County, Mississippi. Grantee is empowered hereby to appoint substitute and/or successor Trustees from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desoto and State of Mississippi, described as:
Lot 52, Section , in Acrea Place Subdivision on Section 18, Township 3, Range 7
as shown by the Plat recorded in Plat Book 8, pages 35-36 in the office of the
Chancery Clerk of said County

Liens or Encumbrances against Realty (If none, insert "None") National Mortgage

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this April 8th, 1975
Signed, sealed and delivered in the presence of:
[Signature] [Signature] (Seal)
[Signature] Margaret B. Booth (Seal)
(See over for Acknowledgment)

ACKNOWLEDGMENT

STATE OF ^{TN}MISSISSIPPI, COUNTY OF Shelby, TO WIT:

That on this 8 day of April, 1975, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Darrell Lee Booth and Margaret B. Booth

the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that they executed and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

[Signature]
Notary Public.

My Commission expires 4-20-76

(Notarial Seal)



Received for record of _____
Recorded in _____
at _____
By _____
Comm _____
DEED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M., 9 day of April, 1975, and that the same has been recorded in Book 184 Page 517 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April, 1975.

Fees \$ 2.50 nd.

SEAL [Signature], CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
212 PAGE 322
THIS 7 DAY OF June 1977
W. H. [Signature]
CHANCERY CLERK

REAL ESTATE
DEED OF TRUST-MISSISSIPPI

First Payment Date 5-20-75	Final Payment Date 4-20-77	Loan Number 5891-7855	Date of Note 4-8-75	No. of Pay'ts 24	Amt. of Each Pay't 78.02
Agreed Rate of Chg. 20.34%	Cash to Borrower 1495.00	Recording Fees 5.00	Vehicle Ins. Premium	Household Goods Insurance Premium	
Accident & Health Insurance Premium	Life Ins. Premium 28.09	Prin. Am't of Loan 1528.09	Interest and Charge 344.39	Amount of Note 1872.18	

(GRANTORS)
(Names and Addresses)

Paula J. Biffle
Byron D. Biffle
2147 Pepperbrook Cy
Southaven, Ms

(GRANTEE)

COMMERCIAL CREDIT PLAN, INC.
a Tennessee Corporation hereafter called
Commercial Credit Plan, Inc.
4466 Elvis Presley Blvd.
Memphis, Tennessee
MISSISSIPPI

THIS DEED OF TRUST made the date indicated immediately above the signatures lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 7 hereof, witnesseth:

1. Grantors are indebted to Commercial Credit Plan, herein called Grantee for the amount of money shown in the block "Amount of Note" above, payable in instalments in amounts and at times shown above.

2. For the purpose of securing repayment of said loan and interest thereon after maturity at the highest legal contract rate, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 8 below.

3. This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Grantee under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Grantor herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Grantee shall cancel this deed of trust of record at the expense of Grantors, otherwise to remain in full force and effect.

4. Grantors represent and warrant that they are the sole owners of such Realty, and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 8 below. Grantors agree (i) to pay promptly said debt, as provided herein and in Grantors promissory note, (ii) all taxes and assessments upon said Realty and or this Deed of Trust and (iii) to keep said Realty free from encumbrances and in good repairs. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Grantee may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said realty.

5. Grantors will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazards in such reliable insurance company, or companies, as may be acceptable to Grantee or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 8 below, for the maximum amount of insurance obtainable, or in such amount as may be approved by Grantee, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Grantee, its successors or assigns, as its interest shall appear, and shall be delivered the notes secured hereby as additional security. If Grantors default in obtaining the aforesaid insurance, the Grantee or the owner or holder of said secured notes, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.

6. If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantee should deem itself or said debt insecure, then, the whole amount remaining unpaid on said promissory note shall, at the option of Grantor become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid, next the amount said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

7. The Trustee of this Deed of Trust is W. T. McLemore and Nell Florence Street, Battisburg Forrest County, Mississippi. Grantee is empowered hereby to appoint substitute and/or successor Trustees from time to time.

8. Description of Realty conveyed hereby: the lands and property situated in the county of Desoto and State of Mississippi, described as:
Lot 329, Section C, in Brook Hollow Subdivision on Section 24, Township 1, Range 8
as shown by the plat recorded in Plat Book 7, Page 46 in the Office of the Chancery Clerk
of said County

Liens or Encumbrances against Realty (if none, insert "None") Boyle Mortgage

9. The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall inure to the benefit and be binding upon Grantors and Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this April 8, 1975 75
Signed, sealed and delivered in the presence of:

[Signature] [Signature] (Seal)
[Signature] Paula J. Biffle (Seal)
(See over for Acknowledgment)

020

ACKNOWLEDGMENT

STATE OF ^{TN.}MISSISSIPPI, COUNTY OF Shelby, TO WIT:
That on this 8 day of April, 19 75, before me, the
subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Byron D. Biffle
and Paula J. Biffle

the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that they executed
and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

My Commission expires 4-20-76 J. B. Biffle Notary Public.

(Notarial Seal)



By: _____
No. _____
Recorded in _____
at _____
of _____
Received for fees _____
Comm. _____
DEED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within Instrument was filed for record at 10 o'clock
30 minutes A. M. 9 day of April 1975, and that the same has been
recorded in Book 184 Page 519 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 2.50 pd.

DEAL H. P. Ferguson CLERK

RECORDED BY AUTHORITY RECORDED IN BOOK

190 PAGE 318

THIS 11 DAY OF Sept. 1975

H. H. Ferguson CHANCERY CLERK

RECORDED BY AUTHORITY RECORDED IN BOOK

190 PAGE 93

THIS 3 DAY OF Sept. 1975

H. H. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Edwin C. Hardin and wife,

Jean S. Hardin

To DEED OF TRUST

First National Bank,

Southaven, Miss.

THIS INDENTURE, Made this 7th day of April 1975 between Edwin C. Hardin and wife, Jean S. Hardin, Party

of the first part, and First National Bank, Southaven, Miss., Party, of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Three Thousand Five Hundred and no/100

Dollars (\$3,500.00), plus interest at the rate of 10% per annum, repayable on or before six (6) months from date, with interest due and payable every three (3) months until all principal and interest are paid in full;

and any further amount that the party of the second part may furnish the party of the first part... the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by Arthur E. Huggins Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi...

Lot 2453, Section L, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the office of the Chancery Clerk of DeSoto County, Miss.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 114, Page 335, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred the party of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in its stead.

Witness OLLP signature S the date written above. Edwin C. Hardin, Jean S. Hardin

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me Bobbie M. Braswell, a Notary Public of said County, the within named Edwin C. Hardin and Jean S. Hardin

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 7th day of April 1975. (SEAL) Bobbie M. Braswell Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

certified that he saw the above named

I certify that the within Instrument was filed for record at 9 o'clock 30 minutes A. M. 9 day of April 1975, and that the same has been recorded in Book 184 Page 521 of the RECORDS OF REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 9 day of April 1975. H. H. Ferguson

522

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of Oct., 19 73, made and executed by W. W. Mitchell
of DeSoto County to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 166 on page 325
of the Record of Trust Deeds, on the 3rd day of Oct., A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi

By: C. W. Kelly

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. H. Hester
in and for County and State aforesaid, C. W. Kelly who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 3rd day of March, A. D. 19 75.



My Comm. Expires Nov. 6, 1976

LAWRENCE-DESSWOOD 87444

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 8 day of April 1975, and that the same has been
recorded in Book 184 Page 622 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 9 day of April 1975.

2.50

H. P. Ferguson

DIC AS PER B.M.

ol/pt

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK

the beneficiary, does hereby certify that a certain trust deed bearing date the 9th day of November 19 73, made and executed by ROBERT E. McCASKILL and wife, ANN B. McCASKILL, to said bank,

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 168 on page 245 of the Record of Trust Deeds, on the 13th day of November, A. D. 1973, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

THE HERNANDO BANK

By: [Signature] (Name) [Title]

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, a Notary Public (Name) [Signature], the (Title) [Signature] in and for County and State aforesaid, of THE HERNANDO BANK, who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 7th day of April, A. D. 1975.



[Signature] NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 7, 1978

LAWRENCE-DEENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of April 1975, and that the same has been recorded in Book 184 Page 523 of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 9 day of April 1975.

Amount 2.50

[Signature] CLERK

524

8/1
M.

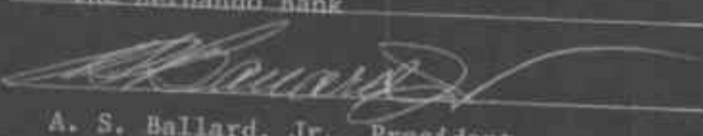
4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 11th day of September 19 70, made and executed by David R. Bridgforth
of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 120 on page 245
of the Record of Trust Deeds, on the 14th day of September, A. D. 19 70, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 7th day of April, 1975

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of April A. D. 19 75
My Commission Expires: Jan. 7, 1978


Elois M. Barbee
Notary Public

LAWRENCE-GREENWOOD 41244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 9 day of April 1975, and that the same has been
recorded in Book 184 Page 524 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 9 day of April 1975.
2.50
H. P. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
Assignment of this Instrument Recorded in No. 185 Page 632
Real Estate TID Book This the 19 day of May 19 75
No. 195 Page 416
This the 26 day of Jan. 19 76
A.D. Ferguson Clerk

VA Form 28-6322 (Home Loan)
Revised January 1974. Use Op-
tional Section 1810, Title 28,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 7th day of April, 1975,
by and between Clarence D. Jaynes and wife, Helen K. Jaynes

, hereinafter called the Grantor;

G. L. Oates, hereinafter called the Trustee, and

Wortman and Mann, Inc., a corporation organized
and existing under the laws of the state of Mississippi, having its principal office and
post-office address at P. O. Box 1571, Jackson, Mississippi 39205, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 1141, Greenbrook Subdivision, Section F, in Section 19,
Township 1 South, Range 7 West located in DeSoto County,
Mississippi, as recorded on pages 46-49 in book 9 in the
office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenants and agree that so long as his Deed of Trust and the
Note secured hereby are guaranteed under the Serviceman's Readjustment Act,
or insured under the provisions of the National Housing Act, they will not
execute or file for record any instrument which imposes a restriction upon
the sale or occupancy of the subject property on the basis of race, color
or creed. Upon any violation of this covenant, the note holder may, at its
option, declare the unpaid balance of the debt secured hereby immediately
due and payable.

The Grantors covenant and agree that should this security instrument or not
secured hereby be determined ineligible for guaranty under the Serviceman's
Readjustment Act within 30 days from the date hereof (written statement of
any officer or authorized agent of the Veterans' Administration declining
to guarantee said note and/or this security instrument being deeded con-
clusive proof of such ineligibility), the present holder of the note secured
hereby or any subsequent holder thereof, may at its option, declare all notes
secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have
been used entirely to pay all or a part of the purchase price of the above
described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

Assignment of this Instrument Recorded in
Real Estate TID Book
Assignment of this Instrument Recorded in No. 185 Page 632
Real Estate TID Book This the 19 day of May 19 75
No. 195 Page 416
This the 26 day of Jan. 19 76
A.D. Ferguson Clerk

410 PAGE 639
THIS 13th DAY OF August 19 87
H. H. Ferguson
Chancery Clerk
By P. D. Vayler, D.C.

524

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-nine Thousand Nine Hundred Fifty Dollars (\$ 39,950.00), with interest from date at the rate of seven & 3/4 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman and Mann, Inc., P. O. Box 1571, Jackson, Mississippi 39205 in _____, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Eighty Six & 44/100 Dollars (\$ 286.44), commencing on the first day of June, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Clarence D. Jaynes
Clarence D. Jaynes
Helen K. Jaynes
Helen K. Jaynes

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } ss:

Personally appeared before me Dudley B. Bridgforth, Jr., the undersigned notary in and for said County, the within named Clarence D. Jaynes and Helen K. Jaynes, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 7th day of April

My COMM. Expires:
9-25-78

D. B. Bridgforth, Jr.
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 9 day of April 1975, and that the same has been
recorded in Book 184 Page 525 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 9 day of April 1975.
Fees \$ 5.00 pd.
H. P. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 195 Page 416
This the 26 day of Jan 19 76

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 185 Page 627
This the 19 day of May 19 75

VA Form 26-4322 (Home Loan)
Revised January 1974. Use Op-
tional Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this fourth day of April, 19 75,
by and between Byron W. Hodge and wife, Maxine R. Hodge

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 362 Page 786
This the 18 day of April 19 86
H. D. Jorgenson Clerk
DS.

, hereinafter called the Grantor; Gordon L. Oates
, hereinafter called the Trustee, and Wortman & Mann, Inc.

and existing under the laws of the State of Mississippi, a corporation organized
post-office address at P. O. Box 1571, Jackson, Mississippi, having its principal office and
Beneficiary: hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 1, Hickory Hollow Subdivision, in Section 16,
Township 2, Range 8, as per plat thereof recorded
in Plat Book 13, pages 6-8, in the office of the
Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as his Deed of Trust and the
note secured hereby are guaranteed under the Servicemen's Reajustment Act,
or insured under the provisions of the National Housing Act, they will not
execute or file for record any instrument which imposes a restriction upon
the sale or occupancy of the subject property on the basis of race, color
or creed. Upon any violation of this covenant, the note holder may, at its
option, declare the unpaid balance of the debt secured hereby immediately
due and payable.

The Grantors covenant and agree that should this security instrument or not
secured hereby be determined ineligible for guaranty under the Servicemen's
Readjustment Act within 30 days from the date hereof (written statement of
any officer or authorized agent of the Veterans' Administration declining
to guarantee said note and/or this security instrument being deemed con-
clusive proof of such ineligibility), the present holder of the note secured
hereby or any subsequent holder thereof, may at its option, declare all
notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have
been used entirely to pay all or a part of the purchase price of the above
described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

CANCELLED BY AUTHORITY, RECORDED IN BOOK
914 PAGE 433
THIS 18 DAY OF June, 19 97
WE Davis
CHANCERY CLERK
Barbara Davis

Real Estate Financing Inc
Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 533 Page 54
This the 6 day of Feb. 19 91
W. E. Davis Clerk
W. E. Davis

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To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-two Thousand, Nine Hundred 00/100 Dollars (\$ 32,900.00), with interest from date at the rate of seven & three-fourths centum (7.75 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571, _____, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty-five & 89/100 Dollars (\$ 235.89), commencing on the first day of June, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Byron W. Hodge
Byron W. Hodge
Maxine R. Hodge
Maxine R. Hodge

STATE OF MISSISSIPPI, }
COUNTY OF } ss:

Personally appeared before me, the undersigned authority, in and for said County, the within named Byron W. Hodge and wife, Maxine R. Hodge, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this fourth day of April, 1975.

My COMM. Expires:
9-25-78

D. B. Bridgforth

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 9 day of April 1975, and that the same has been recorded in Book 184 Page 529 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of April 1975.

Fees \$ 5.00 pd.

H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven
of DeSoto the beneficiary, does hereby certify that a certain trust deed
bearing date the 18th. day of March 19 75, made and executed by Phillip A. Owings & wife,
Loquita H. Owings of DeSoto to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 126 on page 277
of the Record of Trust Deeds, on the 7th. day of April A. D. 19 75 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

First National Bank
By: Gerald R. Taylor, Asst. Vice President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority,
in and for County and State aforesaid, Gerald R. Taylor, Asst. Vice President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 7th. day of April A. D. 19 75



Bonnie J. Ingram
Bonnie J. Ingram
5-7-77 My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 9 day of April 1975, and that the same has been
recorded in Book 184 Page 533 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 10 day of April 1975.

2.30

H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 18th day of October 19 74, made and executed by William J. Rutland
and Bridget Rutland of Walls, Mississippi to First National Bank of
Hernando
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 180 on page 539
of the Record of Trust Deeds, on the 21st day of October, A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

This the 9th day of April, 1975.

First National Bank of Hernando

Jack W. Ussery, President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public
in and for County and State aforesaid, Jack W. Ussery, President, who acknowledged that he signed and
First National Bank of Hernando
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said bank after he having been first authorized so to do.

Given under my hand and seal of office this 9th day of April, A. D. 19 75

My Commission Expires Jan. 24, 1979

Betty J. McVintock
Notary Public

LAWRENCE-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A. D. 10 day of April 1975, and that the same has been
recorded in Book 184 page 534 of the ORDER OF REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 10 day of April 1975.

Fee 2.50

H. P. Ferguson

MORTGAGE OF REAL PROPERTY

Know All Men By These Presents:

THAT McDaniel Brothers Construction Co., Inc., Jonesboro, Arkansas

for and in consideration of the sum of One Dollar to us in hand by Mercantile Bank,
a corporation in Jonesboro, Arkansas

the receipt of which is hereby acknowledged, and in further consideration of the premises
hereinafter mentioned, have GRANTED, BARGAINED, SOLD, CONVEYED and CONFIRMED, and by these presents
do hereby GRANT, BARGAIN, SELL, CONVEY and CONFIRM, unto the said Mercantile Bank

and unto its successors and assigns

the following lands situated in the County of Desoto in State of Mississippi
and State of ~~MISSISSIPPI~~ Mississippi to wit:

Beginning at a point 40 feet east of the southwest corner of the northwest $\frac{1}{4}$
of the NE $\frac{1}{4}$ of Section 34, Township 1 South, Range 8 West, Desoto County, Mississippi.
Said point of beginning being also located at the point of intersection of the
south boundary of property owned by Saunders, Chase, and Gay and the east right
of way line of Hurt Road; thence North 00° 12' East, 160.00 feet along said
east right of way line of Hurt Road; thence South 89° 48' East, 174.0 feet;
thence South 00° 12' West, 160.0 feet to a point located on the south boundary
of property owned by Saunders, Chase, and Gay; thence North 89° 48' West 174.0
feet along said south boundary of the Saunders, Chase and Gay property to the
point of beginning and containing 0.64 acres, more or less.

TO HAVE AND TO HOLD unto said Mercantile Bank and unto
its successors and assigns forever, with all appurtenances thereto belonging.

I hereby covenant with the said Mercantile Bank that the said lands
are free and clear of all liens and incumbrances, and that I will forever warrant and
defend the title to the said lands against the lawful claims and demands of all persons whomsoever.

And I, _____ the wife of said
_____ for the consideration aforesaid, do hereby release
and relinquish unto the said
all my right and possibility of Dower and Homestead in and to said lands.

This sale is on condition that, whereas, I, D. H. McDaniel
am justly indebted unto the said Mercantile Bank

in the sum of One Hundred Twenty Five Thousand and 00/100 dollars
following described promissory notes of even date herewith:
One note dated 3-25-75 in the amount of \$50,000.00 plus interest at 9 $\frac{1}{2}$ % due 8-15-75,
together with other and future advances of any kind or nature owed by maker to bank
and including amounts in excess of the note described, thus evidencing a line of credit
up to \$125,000.00. This mortgage is executed for the purpose of securing funds with
which to erect on the herein described land the following new construction: a Post
Office. It secures the promissory note described above in the principal sum of
\$125,000.00. The total amount shall be paid out in such times as will represent progress
payments on said new construction, interest to begin to run on the amt. of ea.
such payment as of the date thereof. This mortgage shall be superior to the lien
of any mechanic, materialman, builder, laborer or artisan.

Said Note bearing interest at the rate of 9 $\frac{1}{2}$ % per centum per annum from the date thereof until paid.
In the event of default in the payment of said sum, or any part thereof, or interest thereon, or any part thereof, or upon
the failure of the grantors herein to comply with and perform any other of the covenants herein contained, the grantee
herein or the holder of the obligation hereby secured shall have the right and option to declare the entire debt due here-
under and secured hereby to be immediately due and payable; which option may be exercised at any time after default,
and no delay in the exercise thereof shall be deemed a waiver of such right, nor shall any notice of intention to exercise
such option be necessary.

It is further covenanted and agreed that said mortgagor is to keep the said lands free from all tax liens or mechanics'
liens or liens of any other character so long as this mortgage shall remain in force. Also, that if the notes secured by this
mortgage shall ever become taxable or assessed for taxation under the laws of Miss., the mortgagor agrees to pay said
taxes, so as to insure the mortgagee herein a net investment of not to exceed ten per cent per annum. Also, that if by
some oversight or mistake, any greater sum should be charged the mortgagor herein than the ten per cent allowed by the
laws of Miss., such overcharge is not now and has never been intended by the parties hereto, and such overcharge, or
excess over the legal ten per centum, the mortgagee herein agrees to return or remit and the mortgagor agrees to accept,
in order to conform to the intention of the parties that no usurious charge be made or collected. It is also agreed that this
debt herein secured shall include not only the notes above recited, but also whatever sums may be due from mortgagor to
mortgagee at the time of foreclosing this mortgage, whether such sums be for payment of taxes on these lands, for release
of liens or incumbrances, for fire insurance premiums, for protecting the title and possession of these premises, or for
debts not incurred in respect of this land, such as personal account, or unsecured note, or a judgment of any indebtedness
of whatever sort or nature that may be due from mortgagor to mortgagee at the time of foreclosing this mortgage.

In case suit is brought to foreclose this mortgage, the grantors will pay to the plaintiff therein abstractor's fee for
supplemental abstract for use in such foreclosure proceedings, said fees to be due and payable upon filing of petition for
foreclosure, and the same shall be a further charge and lien upon said premises, and judgment may be rendered for the pay-
ment of said sums out of the proceeds of sale upon foreclosure, or otherwise, in addition to the taxable costs of said suit.

and said grantee, its successors or assigns or any legal holder hereof, shall at once upon filing of a bill for the foreclosure of this mortgage, be forthwith entitled to have a receiver appointed by the court without further showing than that said breach or default has been made; said receiver to take and hold possession of said property and collect the income, issues and profits thereof and apply the same to the payment of any sum secured hereby.

INSURANCE

It is further agreed that the mortgagor shall insure and keep insured during the period of this mortgage, the buildings on said above described premises in some responsible Fire Insurance Company, to be approved by the mortgagee herein, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable in case of loss to mortgagee, its successors or assigns as its interest may appear. In case of mortgagee's failure to take out and keep in force such policies of fire insurance, the mortgagee herein may effect insurance and the amount so paid shall be collectible with the notes herein, with interest at ten per cent per annum.

It is further provided that the debt secured herein may be declared due and payable in its entirety at any time upon the happening of any one of the following contingencies, to-wit: On failure of mortgagor to pay all taxes, either general or special, before delinquency; failure of mortgagor to keep the premises herein described free from all liens, attachments or executions; on breach of any covenant or warranty; on failure to pay one of the notes above recited within thirty days after its maturity, or upon mortgagor allowing the property herein mortgaged to run down or deteriorate in value or waste to be committed.

NOW IF THE SAID D. H. McDaniel duly acting for McDaniel Brothers Construction Co., Inc.

shall pay said notes at the times and in the manner aforesaid, and shall fully comply with all the covenants and agreements hereinabove mentioned, then this mortgage shall be null and void, and mortgagee shall release this mortgage at the request of mortgagor.

But on breach of any of the agreements above recited or on failure to pay any note within thirty days after its maturity, or any other indebtedness as hereinbefore set out, then the said mortgagee or assigns shall have the power to sell the property above described, at public sale to the highest bidder for cash or on such terms as the notice of sale may contain, at the _____

_____ court house door in the City of Hernando

Desoto Mississippi County, ~~Arkansas~~ public notice

of the time, place and terms of said sale having first been given and published for twenty days by advertising in some newspaper published in said county of Desoto by at least two insertions, or by notices posted in ten public places in said County, at which sale the said mortgagee or assigns may bid and purchase as any third person might do. And the mortgagor hereby authorizes the said mortgagee or assigns to convey said property to any one purchasing at said sale, and to convey an absolute title thereto, and the recitals of its deed of conveyance shall be taken as prima facie true. And the proceeds of said sale shall be applied first, to the payment of all costs and expenses attending said sale; second, to the payment of said debt and interest, and the remainder, if any, shall be paid to said mortgagor.

The mortgagor hereby waives any and all rights of appraisal or redemption under the laws of the State of Arkansas, and especially of redemption under the Act of the General Assembly of the State of Arkansas, approved May 8, 1899.

(The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter.)

All erasures and interlineations were made before signing.

WITNESS my hands and seals, on this 25th day of March 1975

(SEAL) D. H. McDaniel (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS,
County of Craighead } ss.

BE IT REMEMBERED, That on this day came before me, a Notary Public, within and for the County aforesaid, duly commissioned and acting D. H. McDaniel duly acting for McDaniel Brothers Construction Company, Inc.

and _____ his wife, to me well known as the parties who executed the foregoing instrument, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me, the said _____ wife of the said _____ to me well known and in the absence of her said husband declared that she had, of her own free will, signed and sealed the relinquishment of dower and homestead in the said instrument for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public, on this 25th day of March 1975

My commission expires 2-1-79
(SEAL) Marla Ann Carter
Notary Public

nc. 72401 1975 Clerk D.C. TO in County and fore-ord in my and that vicignments hand and day 19 Recorder D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. day of April 1975, and that the same has been recorded in Book 184 Page 535 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of April 1975.

Fee \$ 3.50
H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

518 PAGE 53
THIS 23 DAY OF August 19 90

W.E. Davis
Clerk by C. Powell, D.C.

of this Instrument, Book
Real Estate T/D
No 188 Page 60
This the 17 day of July 19 75
H. H. Ferguson Clerk

537

VA Form 25-4212 (Home Loan)
Revised December 1962. Use Op-
tional Section 1810, Title 48,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 8th day of April, 1975,
by and between

KEITH A. MOSHER and wife, DOROTHY C. MOSHER,

, hereinafter called the Grantor;

C. B. Henley, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi, a corporation organized
post-office address at 161 East Amite Street, Jackson, Mississippi, having its principal office and
Beneficiary: hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 33, Section "B", Allen Subdivision, in Section 32, Township 1, Range
8 West, as shown by the plat thereof recorded in Plat Book 1, Page 41, in
the office of the Chancery Clerk of DeSoto County, Mississippi, and being
more particularly described as follows, to-wit:
BEGINNING at an iron pipe in the South line of Sherry Avenue 197.8 feet
Eastwardly from the point of intersection of said South line and the East
line of Alice Street, said Point of Beginning being also the Northwest
Corner of Lot 40; thence Southwardly 96.8 feet with the West line of
Lot 40 to a point, the Northeast Corner of Lot 34; thence Westwardly
197.8 feet with the North line of Lot 34 to a point in the East line of
Alice Street; thence Northwardly 81.8 feet with the East line of Alice
Street to a point 15 feet South of the South line of Sherry Avenue; thence
Northeastwardly 21.2 feet to a point in the South line of Sherry Avenue
15 feet East of the East line of Alice Street; thence Eastwardly 182.8
feet with the South line of Sherry Avenue to the Point of Beginning.

Said property being the same property as conveyed to William J. Rutland,
et ux by J. G. Allen, et ux by Warranty Deed dated February 18, 1961, and
recorded in Book 49, Page 179 in the Office of the Chancery Clerk of
DeSoto County, Mississippi, to which reference is hereby made.

The funds derived from the indebtedness secured by this Deed of Trust
have been entirely used to pay the seller all or part of the purchase
price of the property described above.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Two Thousand Five Hundred & No/100 Dollars (\$ 32,500.00), with interest from date at the rate of eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 East Amite Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty-Eight & 55/100 Dollars (\$ 238.55), commencing on the first day of June, 1975, and continuing on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, ~~or one hundred dollars (\$100.00) whichever is less~~ and in accordance with amortization schedule.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Keith A. Mosher

Keith A. Mosher
Dorothy C. Mosher

Dorothy C. Mosher

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

Personally appeared before me _____, the undersigned authority
in and for said County, the within named KEITH A. MOSHER and
DOROTHY C. MOSHER, his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 8th day of April, 1975.



David L. Gustafson

NOTARY PUBLIC

My Commission Expires: _____ My Commission Expires January 18, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
no minutes P. M. 9 day of April 1975, and that the same has been
recorded in Book 184 Page 537 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 10 day of April 1975.

Fee \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

TRUST DEED RELEASE

DeSoto County, Miss.

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to G. E. Homemakers Finance Serv., Inc.

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed, have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed, are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Jamie E. & wife Laurie G. Isonhood		Book 183 Page 2	Lot 450, Section "E", in Carriage Hills Subdivision on section 23-23, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 4, pages 17-18 in the Office of the Chancery Clerk of said county.

NOW, THEREFORE, in consideration of the premises the undersigned Warren Finch, Mgr. G. E. Homemakers Finance Service, Inc. as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Warren Finch, Mgr. G.E. Homemakers Finance Serv., Inc. covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Warren Finch, Mgr. G.E. Homemakers Finance Serv., Inc. has hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 8th day of April 19 75

G.E. Homemakers Financial Service, Inc.
1309 State Line Rd., Southaven, Miss. 38671
Warren Finch

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 8th day of April, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Warren Finch to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

Hilda A. Sullivan
Notary Public

My commission expires 25th day of June 19 75

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____ President of the _____ the within named bargainer, a corporation, and that he as such _____ President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as _____ President.

WITNESS my hand and seal at office in _____ this _____ day of _____, 19 _____

Notary Public

My commission expires _____ day of _____, 19 _____

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock _____ minutes A.M. 10 day of April 1975, and that the same has been recorded in Book 184 Page 541 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal at office this 10 day of April 1975.

2.50

H. P. Ferguson
CLERK

TRUST DEED RELEASE

DeSoto County, Miss.

WHEREAS, By the hereinafter described trust deed... heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor... to G.E. Homemakers Finance Serv., Inc.

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed... have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed... are briefly described as follows, to-wit:

Table with 4 columns: GRANTOR, Date of Instrument, Recorded, Description of Property. Row 1: Jamie E. & wife Laurie G. Isonhood, [blank], Book 183 Page 359, Lot 450, Section "E", in Carriage Hills Subdivision...

NOW, THEREFORE, in consideration of the premises the undersigned Warren Finch, Mgr. G.E. Homemakers Finance Service, Inc. as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor...

The undersigned, Warren Finch, Mgr. G.E. Homemakers Finance Service, Inc., covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Warren Finch, Mgr. G.E. Homemakers Finance Service, Inc. has hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 8th day of April 19 75

G.E. Homemakers Finance Service, Inc. 1389 State Line Rd., Southaven, Miss. 38671 Warren Finch

STATE OF TENNESSEE / COUNTY OF SHELBY

On this 8th day of April 19 75, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Warren Finch, Mgr. G.E. Homemakers Finance Service, Inc. to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

[Signature] Notary Public

My commission expires 25th day of June 19 75

STATE OF TENNESSEE / COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared [blank] with whom I am personally acquainted,

and who, upon oath, acknowledged himself to be the President of the the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in this day of 19

My commission expires day of 19 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock on minutes A. 10 day of April 1975, and that the same has been recorded in Book 184 Page 542 of said County.

2.50

[Signature] 10 April 1975

To the Clerk of the CHANCERY COURT of the _____ District of the County of
DeSoto in the State of Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described
Deed(s) of Trust executed by William B. Whitehurst

for the benefit of Coahoma National Bank
which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 31st day of May, 1974, and recorded in Book 176 at Page 168

Lot 994, Section B, North Half, DeSoto Village (in Section 34, Township 1,

Range 8 as shown on recorded plat of said subdivision in Plat Book 8,

Pages 12-15 in the office of the Chancery Clerk of DeSoto County, Miss.

~~A failure to pay~~

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone
and has been fully paid.

WITNESS our hand and seal, this the 24th day of February, 1975

COAHOMA NATIONAL BANK
CLARKSDALE, MISSISSIPPI

BY H. W. Williams

STATE OF MISSISSIPPI
COAHOMA COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County afore-
said, the within named H. W. Williams

of the Coahoma National Bank

a corporation, who acknowledged that he signed and delivered the foregoing Release on the day and year therein
mentioned for and on behalf and as the act and deed of said corporation, and affixed thereto its corporate seal.

Given under my hand and seal of office, this the 24th day of February, 1975



Nancy J. Satter
Notary Public

My Commission Expires Jan. 31, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
~~no~~ minutes A. on 10 day of April 1975, and that the same has been
recorded in Book 184 page 543 of the RECORDS OF REAL ESTATE TRUST DEEDS

WITNESS my hand and seal of office, this the 10 day of April, 1975

2.50

H. B. Ferguson

544

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven
of DeSoto the beneficiary, does hereby certify that a certain trust deed
bearing date the 7th day of June 19 74, made and executed by Joe W. Reed & wife
Wanda Faye Reed of DeSoto to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 176 on page 289
of the Record of Trust Deeds, on the 10th day of June, A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

First National Bank
By: Gerald R. Taylor, Asst. Vice President
Gerald R. Taylor

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Bennie J. Ingram
in and for County and State aforesaid Gerald R. Taylor, Asst. Vice President, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Given under my hand and seal of office this 9th day of April, A. D. 19 75

Bennie J. Ingram
Bennie J. Ingram

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
no minutes A M. 10 day of April 1975, and that the same has been
recorded in Book 184 Page 544 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 10 day of April 1975.

2.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
231 PAGE 638
THIS 4 DAY OF Oct 1978
H. J. Fugusa
CHANCERY CLERK

545

Form No. F-811

Deed of Trust

This Indenture Made this the 15th day of April 1975, by and between Curtis L. Funk and wife, Betty B. Funk and Willie Mae Funk, (his mother) of the first part, J. R. Wilson and J. N. Muir of the second part, as Trustee, and Union Planters National Bank of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and successors in trust, the following described real estate situated in the county of Desoto and STATE OF MISSISSIPPI, to-wit:

Part of the South half of the Northeast Quarter of Section 26, Township 1 South, Range 7 West, more particularly described as:

Lot No. 61, Section C, Summers Hills Subdivision, as shown by Plat of Record in Plat Book 5, Page 44, 45, and 46 in the Office of the Chancery Court Clerk of Desoto County, Mississippi, to which plat reference is made for a more particular description.

Being the same property known as Rt. 1 Box 714, Olive Branch, MS. Mail all tax notices to Curtis L. Funk, 4170 Tarry Park #1, Memphis, TN.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto their successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Two Thousand Four Hundred Thirty-six and 84/100ths One promissory instalment note of even date herewith executed by Curtis L. Funk and wife, Betty B. Funk, and Willie Mae Funk, (his mother), payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$2,436.84 in thirty-six monthly instalments being in the sum of \$67.69 each on the 15th day of each month, beginning May 16, 1975, until the whole sum is paid with interest after maturity at ten per cent per annum, and any and all other amounts the said first party herein owes at this time or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of \$ _____ with annual interest thereon at the rate of _____ per cent and all bearing _____ per cent per annum after date, payable _____ annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to be read as if written "parties of the first part."

All erasures and interlineations were made before signing.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

Curtis L. Funk (SEAL)
Curtis L. Funk (SEAL)
Betty B. Funk (SEAL)
Betty B. Funk (SEAL)
Willie Mae Funk (SEAL)
Willie Mae Funk

STATE OF Tennessee } ss. Acknowledgment.
COUNTY OF Shelby

Personally appeared before me, the undersigned William J. Schween

in and for the State and County aforesaid, the within-named PEOPLE

who acknowledged that They he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 1st day of April

William J. Schween
Notary Public.
MY COMMISSION EXPIRES OCTOBER 15, 1978



243684

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 10 day of April 1975, and that the same has been recorded in Book 184 Page 545 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of April 1975.
Fees \$ 3.50

H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 130
THIS 27 DAY OF April 19 76
1910, 1911, 1912
CHANCERY CLERK

547

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
SOUTHAVEN PLAZA, INC., A MISSISSIPPI CORPORATION,
of the first part, hereinafter designated as the Grantor,

RONALD L. TAYLOR, Trustee, of the second part, hereinafter designated as Trustee, and
LOUIS P. ANNARATONE AND WIFE, IRIS B. ANNARATONE,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWELVE THOUSAND AND NO/100***** DOLLARS
(\$ 12,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 5 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Twelve Thousand Dollars (\$12,000.00) evidenced
by its one promissory note of like amount and
even date herewith, bearing interest at the rate
of 5% per annum from date, due and payable two
years from date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

2.65 acres, more or less, in Section 23, Township 1
South, Range 8 West, being part of the commercial
area off of the West end of David Street as shown by
the Plat of Section B, revised plan of Southaven
Subdivision recorded in Plat Book 2, Page 14, in the
Office of the Chancery Clerk of said County, more
particularly described as follows:

BEGINNING at a point in the Northeasterly line of U. S. Highway 51 a distance of 85.0 feet South 39 degrees 05 minutes East from the West most corner of the Southaven Animal Hospital property (marked with an axle with an iron rod below the axle and being the same land conveyed by Southaven Land Company, Inc., to Herbert Wilson by deed recorded in Book 66, Page 40); thence South 39 degrees 05 minutes East a distance of 215.33 feet to a point; thence North 85 degrees 55 minutes East a distance of 522.52 feet to a point; thence North 51 degrees 19 minutes West a distance of 133.86 feet to a point; thence North 64 degrees 26 minutes West a distance of 191.12 feet to a point; thence North 39 degrees 05 minutes West a distance of 211.50 feet to a point; thence South 50 degrees 55 minutes West along the South line of the Wilson property 317.8 feet to the point of beginning, subject to a drainage and utility easement on the east 30 feet.

Party of the First Part reserves the right to prepay all or any part of said indebtedness on or before the due date without penalty.

It is further hereby agreed that should the \$12,000.00 Promissory Note secured by this Deed of Trust be paid in full within twelve (12) months from date, the payoff figure on such Note shall be \$11,000.00 and such Note shall bear no interest.

This is a Second Deed of Trust and is junior and inferior to that certain First Deed of Trust from Southaven Plaza, Inc. to Joe M. Hudspeth, Trustee for North Mississippi Savings and Loan Association, dated April 28, 1971, and of record in Real Estate Trust Deed Book 128, at Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes as herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of April 1975.

SOUTHAVEN PLAZA, INC.
 BY: Dan Millwood
 Dan Millwood, President
 BY: Walter Earnest, Jr.
 Walter Earnest, Jr.,
 Executive Vice President

STATE OF MISSISSIPPI,
 COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19

My Commission Expires: _____
 Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Dan Millwood and Walter Earnest, Jr., President and Executive Vice
President,

respectively of the above named SOUTHAVEN PLAZA, INC.,

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 8th day of April 1975.



Edna E. Camp
Notary Public

My Commission Expires: April 9, 1979.

5.0070

Perry, Taylor & Whitwell
Attorneys at Law

State Line Road
SOUTHAVEN, MISSISSIPPI
LAND DEED OF TRUST

to

Trustee

Filed for Record . 19
o'clock M.

Clerk

STATE OF MISSISSIPPI
Desoto County
Chancery Court

I certify that this Deed of Trust was filed for
record in my office at 10:15 o'clock A. M., on
the 11 day of April, 1975
and was duly recorded the . 19 . on page
Book No. In my office.

Witness my hand and seal of office, this
day of . 19

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. M. 11 day of April 1975, and that the same has been
recorded in Book 184 Page 547 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 11 day of April 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

This Indenture, made by and between William Henry Wilson, and Wife Carolyn E. Wilson

party of the first part; John L. McWhorter party of the second part, as Trustee; and
Charles H. Mason and Frances C. Mason

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Two (2) Separate Parcels:

3.61 Acres of South East part of the South West Quarter of Section 19, T2S, R7W - De Soto County, Mississippi.

Lot 658, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Said parcels are subject to a prior mortgage in favor of the Commercial and Industrial Bank of Memphis and the second parcel is also subject to a purchase money mortgage.

This conveyance is made in trust, however, to secure the payment of \$ 60,000.00, evidenced by the following promissory notes of even date herewith: Said Note being payable in five (5) equal annual installments beginning one year from date with interest at ten percent per annum payable according to the tenor of the Note.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof, except as above mentioned.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 9TH day of April, 1975.

William Henry Wilson
WILLIAM HENRY WILSON
Carolyn E. Wilson
CAROLYN E. WILSON

STATE OF Tennessee
COUNTY OF Shelby }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

William Henry Wilson and Wife Carolyn E. Wilson

who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 9TH day of April, 1975

Harold T. [Signature]
Notary Public.

MY COMMISSION EXPIRES: 1/10/1976

Return TO

HOFFMAN, DWYER, HUGHES, McWHORTER & WENER, P.C.
ATTORNEYS AT LAW
Suite 1204 - 100 North Main Building
Memphis, Tennessee 38103

4.00 PD

TRUST DEED

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

FROM

TO

FOR THE USE OF

Trustee

STATE OF MISSISSIPPI
County of Shelby

H. P. Ferguson
Clerk

of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 11

day of April A.D. 1975

at 10:15 o'clock A..M., and has been this day

duly recorded in Trust Deed Record

Page _____

WITNESS my hand and official seal, this

_____ day of _____ 19____

Clerk

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A..M. 11 day of April 1975, and that the same has been recorded in Book 184 Page 551 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of April 1975.

Fees 4.00 pd.

H. P. Ferguson
CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Louis P. Annaratone and wife, Iris Annaratone
of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 10th day of July 1972, made and executed by Southaven Plaza, Inc.,
a Mississippi Corp. of Southaven, Mississippi to Louis P. Annaratone
and wife, Iris Annaratone,
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 145 on page 591
of the Record of Trust Deeds, on the 1st day of August, A. D. 1972, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

DATED this the 8th day of April, 1975.

Louis Annaratone
Louis P. Annaratone
Iris Annaratone
Iris Annaratone

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public
Louis P. Annaratone and wife,
in and for County and State aforesaid, Iris Annaratone who acknowledged that they signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 8th day of April A. D. 1975

(SEAL)
My Commission Expires:
April 9, 1975.

Edna E. Camp
Notary Public

LAURENCE GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. 11 day of April 1975, and that the same has been
recorded in Book 184 Page 553 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal of office this 11 day of April 1975.

2.50

H. P. Ferguson
CLERK

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office
the Deed of Trust executed by:

Jimmy D. and wife Betty P. Jones

For the use and benefit of:

Avco Financial Services Inc. #12

On the 7 day of March, 1972, and recorded in Trust Deed Book 139,
Page 353, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully
paid to the undersigned.

Witness my signature on this the 9th day of April, 1975.

Avco Financial Services

William E. Hines

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said County
and State, William E. Hines, who acknowledged and that he signed and delivered
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

Joseph R. Martin
Notary Public

My Commission Expires August 24, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. 11 day of April 1975, and that the same has been
recorded in Book 184 11 554 records of DEEDS TRUST DEEDS
of said County.

Witness my hand and seal this 11 day of April, 1975.

2.50

H. P. Ferguson

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, April 11, 1975

(Date)

by and between the undersigned J. H. Miller and Son (A Partnership)

residing in DeSoto

County, Mississippi, whose post office

address is Rt. 1, Hernando, Mississippi

Mississippi

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 11, 1975	\$32,500.00	5%	April 11, 1980

JHM
JHM
AM
EM

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following described property situated in the State of Mississippi, County(ies) of

DeSoto

That part of Section 13, Township 4, Range 8 West and Section 18, Township 4, Range 7 West described as beginning at a point in the east right of way of U. S. Highway 51 opposite Highway station 310 + 90 in Section 13, Township 4, Range 8 West, said point being the Southwest corner of the Dalehite lands; thence North 89 degrees 10 minutes east along the South line of said Dalehite lands and projection thereof 5,219.9 feet to a point in Section 18, Township 4, Range 7 West; thence South 515.9 feet to a point; thence South 89 degrees 10 minutes West 5,099.3 feet to a point in the east right of way of said highway; thence North-westerly along said right of way 529.8 feet to the point of beginning and containing 61.1 acres, more or less.

EXCEPTIONS:

1. Subdivision and zoning regulations.
2. 1975 taxes, not yet due.
3. Rights-of-way for roads and utilities.
4. Oil, gas, and mineral lease.
5. Any encroachments which may be reflected by an accurate survey.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for the expenses reasonably necessary or incidental to the protection of the lien hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

J. H. MILLER AND SON (A PARTNERSHIP)

Eva I. Miller
EVA I. MILLER

J. H. Miller
HENRY MILLER, SR. (one and the same as John Henry Miller, Sr.)
Marie Miller
MARIE MILLER

STATE OF MISSISSIPPI

COUNTY OF DESOTO

J. H. Miller, Jr.
J. H. MILLER, JR. (one and the same as John Henry Miller, Jr.)
ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named J. H. Miller, Marie Miller, J. H. Miller, Jr. and Eva I. Miller, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 11 day of April, 1975.

Sarah Bethune
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires: MY COMMISSION EXPIRES MARCH 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 11 day of April 1975, and that the same has been recorded in Book 184 Page 555 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of April 1975.

Fees 5.00 ml.

H. P. Ferguson
CLERK

NORTHWEST TITLE GUARANTY COMPANY, INC.
P. O. Box 8
Southaven, Mississippi 38671

Know all men by these presents that fro and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in DeSoto County, Mississippi, to-wit:

Lots 700 and 702, in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 32 and 33.

To have and to hold the aforescribed real property unto the said Bailey Mortgage Company and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of said Deed of Trust and the indebtedness secured thereby shall continue in full force and effect.

WITNESS our signatures this the 9th day of April, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: [Signature] VICE PRES

ATTEST:
[Signature]

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named H. B. Goddard and Franklin L. Wood, Sr., who acknowledged that as Vice President and Loan Officer, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 9th day of April, 1975.

[Signature]
Notary Public

My Commission expires:
~~MY COMMISSION EXPIRES MARCH 10, 1978~~

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. day of April, 1975, and that the same has been recorded in Book 184 Page 559 of the DEEDS RECORDS.

2.50

[Signature]
11 April 1975

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FOR REAL ESTATE, CHATTEL OR BOTH

To { DEED OF TRUST

THIS INDENTURE, Made this 10 day of April, 1975, between W. H. Hopper & Associates, Inc.

and The Hernando Bank, Hernando, Miss.

WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Three Thousand and No/100 Dollars (\$3,000.00) evidenced by promissory note of even date and amount to become due and payable on or before July 9, 1975 with interest from date at the rate of 10% per annum

and any further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed... payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part y of the first part paid by William W. Ballard... Trustee, the part y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the... bonds, or any bonds... The property situated in DeSoto County, Mississippi more particularly described as follows:

Lot 23, Section A Revised, Lakewood Estates Subdivision, in Section 23, Township 2 South, Range 7 West, DeSoto County, Mississippi as shown by the plat recorded in Plat Book 11, Pages 1-3 in the Office of the Chancery Clerk of DeSoto County, Miss.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part y of the first part promptly pay the above stated indebtedness on or before the 9 day of July 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part y of the second part, its assigns or legal representatives, can at any time appoint a Trustee in its stead.

Witness my hand and official seal, this 10 day of April 1975. [Signature]

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority H. Hopper & Associates, Inc. of said County, the within named they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Carried under my hand and official seal, this 10 day of April 1975. My Commission Expires Jan. 7, 1978 (SEAL) [Signature] Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and said that he saw the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness.

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 11 o'clock on minutes A. M. 10 day of April 1975, and that the same has been recorded in Book 184 Page 560 of said County.

Paid, Satisfied and Cancelled This 21 day of May 1975. Attest H. G. Ferguson Chancery Clerk

11 April 1975 [Signature]

Government Nat'l Mtg. Assoc. 561
 Recorded in
 Real Estate TID Book
 No. 185 Page 436
 This the 9 day of May 19 75
 H.D. [Signature] Clerk

D-22970-SR

DEED OF TRUST

PREPARED BY
 MORRIS WHITMAN, ATTY.
 4041 Knight Arnold Road
 Memphis, Tenn. 38118
 19 75, among the

THIS DEED OF TRUST is made this 1st day of APRIL
 Grantor, RONALD L. WHITE AND WIFE, LORETTA ANN WHITE (herein "Borrower"),
DELTA TITLE COMPANY (herein "Trustee"),
 and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation
 organized and existing under the laws of STATE OF TENNESSEE, whose address is
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 944, SECTION E, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 9, pages 44-45, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, AS PER SURVEY BY ACME ENGINEERING SERVICES DATED MARCH 20, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Lender to pay to the holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and terms is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon and to be used for payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premiums when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY EIGHT THOUSAND SIX HUNDRED FIFTY Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Boatmen's Nat'l Mtg. Assn
 Assignment of this instrument recorded in
 Real Estate TID Book
 No. 774 Page 137
 This the 4 day of August 19 95
 W. E. [Signature] Clerk
 by B Cleveland

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents: Appointment of Receiver: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust,

Ronald L. White
RONALD L. WHITE —Borrower

Loretta Ann White
LORETTA ANN WHITE —Borrower

5979 GREENBROOK PARKWAY
SOUTHAVEN, MISSISSIPPI 38671
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named RONALD L. WHITE AND WIFE, LORETTA ANN WHITE who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the 1st day of APRIL, A.D. 19 75.

My Commission expires:

Lore Sunday
Notary Public

My Commission Expires Oct. 18, 1977



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and no minutes P. M. day of April

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. day of April 1975, and that the same has been recorded in Book 184 Page 561 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees 5.00

H. P. Ferguson CLERK

565
 Government Nat'l Mtg. Assoc.
 Assignment of this Instrument Recorded in
 Real Estate Book
 No. 185 Page 433
 This the 9 day of May 1975
 H. D. Ferguson Clerk

PREPARED BY:
 SAM S. MARCOLIN, ATTY.
 4041 KNIGHT - ARNOLD ROAD
 MEMPHIS, TENN. 38118

DEED OF TRUST

D-22684-SR

THIS DEED OF TRUST is made this 26th day of MARCH, 1975, among the Grantor, FLOYD E. DAVIS AND WIFE, HAZEL V. DAVIS (herein "Borrower"), DELTA TITLE COMPANY (herein "Trustee"), and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation organized and existing under the laws of STATE OF TENNESSEE, whose address is 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 1186, SECTION F, GREENBROOK SUBDIVISION, as shown on plat of record in plat book 9, pages 46-49, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto county, Mississippi, to which plat reference is hereby made for a more particular description of said lot, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED FEBRUARY 25, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantor to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and expense by taxes and bonded insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon, and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantor shall promptly pay all the entire amount of said deficit.

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of FORTY ONE THOUSAND EIGHT HUNDRED & NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—PHLMC—12/71—1 to 4 Family

Abstem steel
 CANCELLED BY AUTHORITY, RECORDED IN BOOK
 1341 PAGE 458
 THIS 5th DAY OF June, 2001.
 W. E. Davis
 CHANCERY CLERK
 W. J. Stanley

Agreement
 Real Estate
 No. 327
 This 24 day of Sept 1982
 T/D
 Page 220
 N. D. Ferguson
 DS.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

568

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Floyd E. Davis
FLOYD E. DAVIS —Borrower

Hazel V. Davis
HAZEL V. DAVIS —Borrower

2401 LAKE SHORE DRIVE NORTH
SOUTHAVEN, MISSISSIPPI 38671
Property Address

STATE OF ~~MISSISSIPPI~~ MISSISSIPPI, TENNESSEE SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named FLOYD E. DAVIS & WIFE, HAZEL V. DAVIS who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 26th day of MARCH, A.D. 19 75.

My Commission expires:

Leri Sunday
Notary Public

My Commission Expires Oct. 18, 1977 / 7 1977

STATE OF MISSISSIPPI, DeSOTO COUNTY.

I certify that the within instrument was filed for record at 2 o'clock and

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P. 11 day of April 1975, and that the same has been recorded in Book 184 Page 565 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fee \$ 5.00 int.

H. P. Ferguson CLERK

CANCELLED AUTHORITY RECORDED IN BOOK
335 page 496
9 DAY OF April 19 85
W. D. Ferguson
CHANCERY CLERK by W.D.

Assignment of this Instrument Recorded in
Book 185 Page 437
This the 9 day of May 19 75
W. D. Ferguson

569

D-22868 g1

DEED OF TRUST

PREPARED BY:
SAM S. MARGOLIN, ATTY.
4041 KNIGHT - ARNOLD ROAD
MEMPHIS, TENN. 38118

THIS DEED OF TRUST is made this 31st day of MARCH, 19 75, among the
Grantor, GARY LEE BUCHANAN AND WIFE, BARBARA BUCHANAN

DELTA TITLE COMPANY (herein "Borrower"),
and the Beneficiary, NATIONAL MORTGAGE COMPANY (herein "Trustee"),
organized and existing under the laws of STATE OF TENNESSEE, a corporation
whose address is 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE 38118 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County
of DESOTO, State of Mississippi:

Lot 607, Section C, Revised, GREENBROOK SUBDIVISION, in Section 19,
Township 1 South, Range 7 West, as shown on plat of record in Plat
Book 11, Pages 13 and 14, in the office of the Chancery Clerk of
DeSoto County, Mississippi, to which plat reference is hereby made
for a more particular description of said lot. As per survey by
RALPH F. HASSA, CIVIL ENGINEER, dated March 21, 1975.

The holders of the indebtedness described herein shall have the
option at any time to require Grantors to pay to the Holders of the
indebtedness in addition to and concurrent to the monthly install-
ment of principal and interest and escrow for taxes and hazard
insurance, a sum equal to one-twelfth of the annual flood insurance
premium in the event the Holder of the indebtedness requires flood
insurance and same is available under the National Flood Insurance
Act of 1968 or subsequent similar legislation; said sum to be held
in escrow without liability on the part of the Holder of the in-
debtedness for interest thereon and to be used in payment of said
insurance when due and payable. If the amount so held shall at any
time be insufficient to pay said insurance premium when due and
payable, the Grantors shall promptly deposit the entire amount of
said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights,
appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply
such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together
with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred
to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date
herewith (herein "Note"), in the principal sum of TWENTY FIVE THOUSAND FIVE HUNDRED FIFTY Dollars,
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-
edness, if not sooner paid, due and payable on APRIL 1, 2005; the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future
advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future
Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant
and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-
ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Gary Lee Buchanan
GARY LEE BUCHANAN —Borrower

Barbara Buchanan
BARBARA BUCHANAN —Borrower

5812 GREENBROOK PARKWAY
SOUTHAVEN, MISSISSIPPI 38671
Property Address

TENNESSEE
STATE OF ~~MISSISSIPPI~~ MISSISSIPPI SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named GARY LEE BUCHANAN AND WIFE, BARBARA BUCHANAN who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 31st day of MARCH, A.D., 1975.

My Commission expires:

My Commission Expires Oct. 18, 1977

Lori Hundager
Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 11 day of April 1975, and that the same has been recorded in Book 184 Page 569 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees 5.00

H. P. Ferguson
Notary Public

Assignment of this Instrument Recorded in
Real Estate TIP Book
No. 241 Page 349
This the 19 day of April 19 75

Assignment of this Instrument Recorded in
Real Estate TIP Book
No. 185 Page 435
This the 9 day of May 19 75

H. D. Ferguson
Clerk

H. D. Ferguson
Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

PREPARED BY
This form is prepared in accordance with the one- to four-family regulations of the National Housing Act, 38118

D-29061-SR
THIS DEED OF TRUST, made and entered into this 7th day of MARCH, 1975,
by and between

WAYNE LEONARD ROGERS AND WIFE, CHRISANDRA SUE ROGERS

, hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
and post-office address at STATE OF TENNESSEE, having its principal office
Beneficiary: 4041 KNIGHT ARNOLD ROAD, hereinafter called the
MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 894, SECTION B, NORTH 1/2, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in plat book 8, pages 12-15, in Section 34, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

Beginning at a wooden stake in the east line of Briarwood Drive 308.79 feet northeastwardly from the point of intersection of said east line and the north line of Meadowbrook Drive; thence north-eastwardly 65 feet with the east line of Briarwood Drive to a chisel mark in the southwest corner of lot 893; thence southeastwardly 123.5 feet with the south line of lot 893 to an iron pipe in the west line of lot 905; thence southwestwardly 71.94 feet with the west line of lot 905 to a point, the northeast corner of lot 895; thence northwestwardly 123.5 feet with the north line of lot 895 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JANUARY 29, 1975.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

NATIONAL MORTGAGE COMPANY, a corporation organized
and existing under the laws of STATE OF TENNESSEE, the payment
of a certain promissory note of even date herewith in the principal sum of TWENTY THOUSAND EIGHT HUNDRED AND NO/100----- Dollars (\$ 20,800.00-----), with interest from date at the rate of SEVEN AND 3/4----- per centum (7-3/4--- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY

4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE
or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED FORTY NINE AND 14/100----- Dollars (\$ 149.14-----), commencing on the first day of APRIL, 19 75 and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY, RECEIVED IN BOOK
568 PAGE 507
THIS 15th DAY OF Jan. 19 78

W. C. Davis
Chancery Clerk
Ray D. Taylor, D.C.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha S hereunto set HIS hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual fixed insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable; if the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Wayne Leonard Rogers
WAYNE LEONARD ROGERS

Chrisandra Sue Rogers
CHRISANDRA SUE ROGERS

STATE OF ~~MISSISSIPPI~~ TENNESSEE }
COUNTY OF SHELBY

Personally appeared before me *M. Val Jean*, the undersigned *Notary public* in and for the said County, the within named WAYNE LEONARD ROGERS and CHRISANDRA SUE ROGERS, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 7th day of MARCH, 1975.

M. Val Jean

STATE OF MISSISSIPPI }
COUNTY OF Desoto

My Commission Expires July 9, 1975

H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 2 o'clock P. M., on the 11 day of April, 1975, and was recorded in Vol. 184, Record of Deeds, pages 573, on the 11 day of April, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M., 11 day of April, 1975, and that the same has been recorded in Book 184 Page 573 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April, 1975.

Fees \$ 5.00 pd.

H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in

Real Estate T 1 D Book

No. 185 Page 434

This the 9 day of May 19 75

H. D. Tanguan Clerk

Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 207 Page 380
This the 12 day of Jan 19 77
H. D. Tanguan Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one-to-four-family provisions of the National Housing Act.

D-22898 g1

THIS DEED OF TRUST, made and entered into this 4th day of APRIL, 19 75, by and between

RICHARD S. TOMLIN AND WIFE, SANDRA K. TOMLIN

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

and existing under the laws of
and post-office address at
Beneficiary:

STATE OF TENNESSEE
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

, a corporation organized
, having its principal office
, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 502, Section C, Revised, GREENBROOK SUBDIVISION, in Section 19, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 8, Pages 49 & 50, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot. As per survey by DESOTO DEVELOPMENT ENGINEERS & SURVEYORS, dated March 17, 1975.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to NATIONAL MORTGAGE COMPANY

and existing under the laws of STATE OF TENNESSEE, a corporation organized in MEMPHIS, TENNESSEE 38118, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY FIVE THOUSAND AND NO/100 Dollars (\$35,000.00-----) with interest from date at the rate of SEVEN AND 3/4 per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY

4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118 or at such other place as the holder may designate, in writing, in monthly installments of TWO HUNDRED FIFTY AND 95/100 Dollars (\$ 250.95), commencing on the first day of MAY, 19 75, and on the first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of APRIL, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY WITNESSED IN BOOK

2215 PAGE 51
THIS 11 DAY OF May 2005
W E Daws
By M. Calvin, DC CHANCERY CLERK

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, seasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha B hereunto set his hand(s) the day and year herein first written above.

Richard S. Tomlin
RICHARD S. TOMLIN

Sandra K. Tomlin
SANDRA K. TOMLIN

STATE OF ~~MISSISSIPPI~~, TENNESSEE }
COUNTY OF SHELBY } ss:

Personally appeared before me M. Valjean, the undersigned Notary public in and for the said County, the within named RICHARD S. TOMLIN and SANDRA K. TOMLIN, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 4th day of APRIL, 1975

My Commission Expires July 9, 1975

M. Valjean

STATE OF MISSISSIPPI }
COUNTY OF DeSoto } ss:

I, H. B. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 2 o'clock P. M., on the 11 day of April, 1975 and was recorded in Vol. 184, Page 576, Record of Deeds, pages 19, on the 11 day of April, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 11 day of April, 1975, and that the same has been recorded in Book 184 Page 576 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 14 day of April, 1975.

Fee: 5.00

H. B. Ferguson

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 THIS 14 DAY OF Jan. 1981

H. B. Ferguson
 CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of APRIL, 1975, among the Grantor, T. LAWRENCE DEMPSEY and wife, SUSAN M. DEMPSEY, (herein "Borrower"),
TOM B. SCOTT, JR., (herein "Trustee"),
 and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is JACKSON, MISSISSIPPI (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

THE LAND LYING AND BEING SITUATED IN SECTION THIRTY-SIX (36), TOWNSHIP TWO (2) SOUTH, RANGE SEVEN (7) WEST, DESOTO COUNTY, MISSISSIPPI:

Lot 15, Dixie Hills Estates Subdivision, Section 36, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 10, Pages 19 through 21, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of THIRTY-EIGHT THOUSAND FIVE HUNDRED Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding: (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

In WITNESS WHEREOF, Borrower has executed this Deed of Trust.

T. Lawrence Dempsey
T. LAWRENCE DEMPSEY - Borrower
Susan M. Dempsey
SUSAN M. DEMPSEY - Borrower

LOT 15, DIXIE HILLS ESTATES SUBDIVISION, ROUTE 3, DH BOX 15, HERNANDO, MISSISSIPPI 38632
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:
Personally appeared before me, the undersigned authority in and for said County and State, the within named T. LAWRENCE DEMPSEY and wife, SUSAN M. DEMPSEY, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office, on this the 11th day of April, A.D., 1975.



James McLenahan Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock and no minutes P.M. 11 day of April 1975 and that the same has been recorded in Book No. _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P.M. 11 day of April 1975, and that the same has been recorded in Book 184 Page 579 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 14 day of April 1975.
Fees \$ 5.00
H. P. Ferguson CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Herbert L. Johnson and wife, Frances A. Johnson, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 26, 1975, securing a note in the sum of \$ 25,500.00, recorded in Book 183, Page 589, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 25,500.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of April, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 19th day of March, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

CORPO

Edwin G. Moskowitz
Edwin G. Moskowitz
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Edwin G. Moskowitz who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 19th day of March, 19 75.

My Commission Expires July 19, 1975

Thelma Lay
Thelma Lay
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock P. on 18th day of April, 1975, and that the same has been recorded in Book 584 Page 14 of the Chancery Clerk's Office, DeSoto County, Mississippi.

2.50

14 April 1975
H. P. Ferguson

Executed in 300 Counterparts of
which this is Counterpart No. 210

[STATE OF MISSISSIPPI]

Twenty-Eighth Supplemental Indenture

MICHIGAN WISCONSIN PIPE LINE COMPANY

TO

FIRST NATIONAL CITY BANK

AND

PETER A. ARMENIA

AS TRUSTEES

Dated as of April 15, 1975

Creating an Issue of First Mortgage Pipe Line Bonds,
10 $\frac{3}{8}$ % Series due 1995, and Confirming Conveyance
of and Describing Additional Property

Supplemental to Mortgage and Deed of Trust
Dated as of September 1, 1948

This Instrument and the Aforesaid Mortgage and Deed of Trust
Contain After-Acquired Property Provisions.

TWENTY-EIGHTH SUPPLEMENTAL INDENTURE, dated as of the 15th day of April, 1975, between MICHIGAN WISCONSIN PIPE LINE COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, having its principal office at One Woodward Avenue, Detroit, Michigan 48226 (herein sometimes referred to as the Company) and FIRST NATIONAL CITY BANK, a national banking association incorporated and existing under the laws of the United States of America, having an office at 111 Wall Street in the Borough of Manhattan, The City of New York, New York (herein sometimes referred to as the Trustee), and PETER A. ARMENIA, residing at 8 Penn Avenue, Staten Island, N. Y. (herein sometimes referred to as the successor Individual Trustee, the Trustee and the successor Individual Trustee being herein sometimes referred to as the Trustees), as Trustees under the Indenture hereinafter referred to, and COMMERCE BANK OF KANSAS CITY, N.A. (formerly Commerce Trust Company), a national banking association duly organized under the laws of the United States of America, having its principal office at Tenth and Walnut Streets, Kansas City, Missouri (herein sometimes referred to as the Missouri co-trustee);

WHEREAS, the Company has heretofore executed and delivered to City Bank Farmers Trust Company and to George W. Dillon, as Trustees, a Mortgage and Deed of Trust, dated as of September 1, 1948 (such Mortgage and Deed of Trust, as heretofore amended, being herein sometimes referred to as the Original Indenture, and such Mortgage and Deed of Trust, together with all indentures supplemental thereto, being therein and herein collectively referred to as the Indenture), to secure the Company's First Mortgage Pipe Line Bonds (herein called the Bonds) issued and to be issued, limited in aggregate principal amount as set forth in the Indenture;

WHEREAS, the Company has heretofore executed and delivered:

- a First Supplemental Indenture dated as of January 24, 1949;
- a Second Supplemental Indenture dated as of May 10, 1949;
- a Third Supplemental Indenture dated as of July 15, 1949;
- a Fourth Supplemental Indenture dated as of October 1, 1949;
- a Fifth Supplemental Indenture dated as of March 15, 1950;
- a Sixth Supplemental Indenture dated as of August 20, 1951;
- a Seventh Supplemental Indenture dated as of January 25, 1956;
- an Eighth Supplemental Indenture dated as of June 1, 1957;
- a Ninth Supplemental Indenture dated as of January 14, 1960;

a Tenth Supplemental Indenture dated as of June 1, 1960;
 a¹¹ Eleventh Supplemental Indenture dated as of February 1, 1961;
 a Twelfth Supplemental Indenture dated as of June 1, 1961;
 a Thirteenth Supplemental Indenture dated as of March 1, 1962;
 a Fourteenth Supplemental Indenture dated as of July 15, 1963;
 a Fifteenth Supplemental Indenture dated as of June 1, 1964;
 a Sixteenth Supplemental Indenture dated as of January 1, 1966;
 a Seventeenth Supplemental Indenture dated as of April 1, 1966;
 an Eighteenth Supplemental Indenture dated as of May 1, 1967;
 a Nineteenth Supplemental Indenture dated as of May 1, 1968;
 a Twentieth Supplemental Indenture dated as of July 1, 1969;
 a Twenty-first Supplemental Indenture dated as of March 1, 1970;
 a Twenty-second Supplemental Indenture dated as of October 15, 1970;
 a Twenty-third Supplemental Indenture dated as of April 15, 1971;
 a Twenty-fourth Supplemental Indenture dated as of December 1, 1971;
 a Twenty-fifth Supplemental Indenture dated as of October 1, 1972;
 a Twenty-sixth Supplemental Indenture dated as of August 15, 1973;
 a Twenty-seventh Supplemental Indenture dated as of June 1, 1974; and
 an Indenture dated as of July 31, 1991;

Whereas, the Eighth Supplemental Indenture, the Tenth Supplemental Indenture, the Twelfth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Eighteenth Supplemental Indenture, the Twentieth

Supplemental Indenture, the Twenty-first Supplemental Indenture, the Twenty-second Supplemental Indenture, the Twenty-third Supplemental Indenture, the Twenty-fourth Supplemental Indenture, the Twenty-fifth Supplemental Indenture, the Twenty-sixth Supplemental Indenture, and the Twenty-seventh Supplemental Indenture each provided for the creation of a series of Bonds; and each of said supplemental indentures, and the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Ninth Supplemental Indenture, the Eleventh Supplemental Indenture, the Thirteenth Supplemental Indenture and the Nineteenth Supplemental Indenture also set forth the description of and confirmed unto the Trustee certain property; and the Eighth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Twentieth Supplemental Indenture and the Twenty-sixth Supplemental Indenture also amended the Original Indenture in certain respects; and the Indenture dated as of July 31, 1991 appointed Joseph C. Williams successor Individual Trustee, the Thirteenth Supplemental Indenture appointed First National City Bank successor Trustee, the Sixteenth Supplemental Indenture appointed Christopher C. Arvani successor Individual Trustee and Commerce Trust Company (now Commerce Bank of Kansas City, N.A.) Missouri co-trustee, and the Twenty-fourth Supplemental Indenture appointed Peter A. Armenia successor Individual Trustee;

Whereas, at the date hereof there were outstanding Bonds issued under the Indenture of fifteen series (all outstanding Bonds of two other series having been previously retired) in the principal amounts set forth below:

Designation of Series	Amount Issued	Amount Outstanding
First Mortgage Pipe Line Bonds, 5 7/8% Series due 1980	\$30,000,000	\$10,626,000
First Mortgage Pipe Line Bonds, 5 1/2% Series due 1981	\$30,000,000	\$11,870,000
First Mortgage Pipe Line Bonds, 4 7/8% Series due 1983	\$30,000,000	\$15,090,000

Designation of Series	Amount Issued	Amount Outstanding
First Mortgage Pipe Line Bonds, 4 7/8% Series due 1984	\$30,000,000	\$11,145,000
First Mortgage Pipe Line Bonds, 4 1/4% Series due 1976	\$68,000,000	\$14,790,000
First Mortgage Pipe Line Bonds, 5 1/4% Series due 1986	\$45,000,000	\$29,540,000
First Mortgage Pipe Line Bonds, 6 1/4% Series due 1987	\$45,000,000	\$31,839,000
First Mortgage Pipe Line Bonds, 8 1/4% Series due 1989	\$40,000,000	\$39,900,000
First Mortgage Pipe Line Bonds, 9 1/4% Series due 1990	\$40,000,000	\$39,421,000
First Mortgage Pipe Line Bonds, 8% Series due 1991	\$40,000,000	\$39,800,000
First Mortgage Pipe Line Bonds, 7% Series due December 15, 1991	\$40,000,000	\$39,655,000
First Mortgage Pipe Line Bonds, 7% Series due 1992	\$50,000,000	\$40,000,000
First Mortgage Pipe Line Bonds, 8 1/2% Series due 1993	\$50,000,000	\$50,000,000
First Mortgage Pipe Line Bonds, 9 1/2% Series due 1994	\$50,000,000	\$50,000,000

Whereas, the Company desires in and by this Twenty-eighth Supplemental Indenture (i) to create an eighteenth series of Bonds to be designated "First Mortgage Pipe Line Bonds, 10 1/2% Series due 1995" limited in aggregate principal amount to \$50,000,000; and (ii) to set forth the description of, confirm onto the Trustees and give further assurance to them with respect to, certain property heretofore acquired by the Company and now subject to the lien of the Indenture but not heretofore specifically described therein;

Whereas, all acts and things necessary to make this Twenty-eighth Supplemental Indenture, when duly executed and delivered, a

valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed, and the execution and delivery of this Twenty-eighth Supplemental Indenture have been in all respects duly authorized;

Now, Therefore, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustees and the Missouri co-trustee at or before the execution and delivery of this Twenty-eighth Supplemental Indenture and of other good and valuable considerations, the receipt whereof is hereby acknowledged, it is agreed by and between the Company and the Trustees and the Missouri co-trustee as follows:

A. Description of Certain Property Subject to the Lien of the Indenture.

For the purpose of confirming unto the Trustees (and, in the case of property located in the State of Missouri, unto the Missouri co-trustee) all property heretofore conveyed unto them under and by virtue of the Indenture, and to give the Trustees further assurance with respect thereto, the Company acknowledges and confirms that it has granted, bargained, sold, warranted, aliened, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustees (and, in the case of property located in the State of Missouri, unto the Missouri co-trustee), and to their successors and assigns forever, all and singular the property now owned or to be acquired by the Company, or which may hereafter be acquired by it, of every kind and description, which is and is intended to be subject to the Indenture by the terms thereof, to have and to hold such property in trust upon all the terms and trusts and subject to all the matters and to all the conditions set forth in the Indenture.

The Company records in supplements to existing schedules of Exhibits "A", "B", "C" and "D" to the Indenture and in supplements to Exhibits "E", "F" and "G" to the Indenture, which are annexed hereto and form a part hereof, certain property not previously specifically described in the Indenture; and for the purposes of specifically confirming such property unto the Trustees (and, in the case of property

located in the State of Missouri, unto the Missouri co-trustee) and giving them further assurance with respect thereto, the Company acknowledges and confirms that it has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents the Company grants, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms unto the Trustees (and, in the case of property located in the State of Missouri, unto the Missouri co-trustee) and to their successors and assigns forever, to have and to hold all and singular such property in trust upon all the terms and trusts and subject to all the matters and to all conditions, all to the same extent and with the same force and effect as though described in the same detail in the Granting Clauses of or Exhibit "A" or "B" to said Mortgage and Deed of Trust as originally executed and delivered; and to such ends the Company hereby supplements, as below set forth, the Granting Clauses of the Indenture and Exhibits "A", "B", "C", "D", "E", "F" and "P" annexed to the Indenture and incorporated in said Granting Clauses by the terms thereof, all as follows:

Division I (entitled "Fee Lands and Improvements Thereon") of Granting Clause First (entitled "Real Property and Pipe Lines") of the Indenture is hereby supplemented by adding thereto and incorporating therein the property of the Company situated in the States below set forth which is described in supplements to existing schedules of Exhibit "C" annexed hereto and forming a part hereof, as follows:

Supplement No.	Schedule No.	State
5	IV	Illinois
12	VI	Wisconsin
11	VII	Michigan

Division II (entitled "Pipe Lines, Rights-of-Way and Franchises") of said Granting Clause First of the Indenture is hereby supplemented by adding thereto and incorporating therein the property of the Company situated in the States below set forth which is described in supplements to existing schedules of Exhibit "D" annexed hereto and forming a part hereof, as follows:

Supplement No.	Schedule No.	State
10	II	Oklahoma
6	V	Iowa
10	VII	Indiana
10	VIII	Wisconsin
12	IX	Michigan
12	X	Louisiana

Exhibit "A" to the Indenture incorporated by reference in said Division II of said Granting Clause First is hereby supplemented by adding thereto and incorporating therein surface leases, surface rights, rights-of-way, servitudes, easements, permits and grants identified, described and tabulated in supplements to existing schedules of said Exhibit "A" annexed hereto and forming a part hereof, as follows:

Supplement No.	Schedule No.	State
11	I	Texas
23	II	Oklahoma
24	VI	Iowa
25	VIII	Indiana
26	IX	Wisconsin
26	X	Michigan
12	XI	Louisiana
4	XII	Arkansas
11	XIII	Mississippi
9	XV	Kentucky
8	XVI	Ohio

Exhibit "B" to the Indenture incorporated by reference in said Division II of said Granting Clause First is hereby supplemented by adding thereto and incorporating therein franchises, privileges, permits, grants, leases and consents identified, described and tabulated in supplements to existing schedules of said Exhibit "B" annexed hereto and forming a part hereof, as follows:

Supplement No.	Schedule No.	State
15	II	Oklahoma
14	VII	Illinois
18	VIII	Indiana
21	IX	Wisconsin
21	X	Michigan
12	XI	Louisiana
5	XVI	Ohio

Granting Clause Second (entitled "Gas Sales Contracts") of the Indenture is hereby supplemented by adding thereto and incorporating therein the contracts providing for the sale and delivery of natural gas by the Company which are described in Supplement No. 12 to Exhibit "E" annexed hereto and forming a part hereof.

Granting Clause Third (entitled "Gas Purchase Contracts") of the Indenture is hereby supplemented by adding thereto and incorporating therein the contracts providing for the sale to and purchase by the Company of natural gas which are described in Supplement No. 12 to Exhibit "F" annexed hereto and forming a part hereof.

B. Creation of Bonds of the 1995 Series.

ARTICLE I

First Mortgage Pipe Line Bonds, 10% Series Due 1995

Section 1. There is hereby created an eighteenth series of Bonds to be issued under and secured by the Indenture, to be designated, distinguished and known as "First Mortgage Pipe Line Bonds, 10% Series due 1995" of the Company (herein called Bonds of the 1995 Series). They shall be substantially in the form set forth in Section 3 of this Article I and shall be executed, authenticated and delivered in

accordance with the provisions of, and shall in all respects be subject to, all the terms, conditions and covenants of, the Original Indenture and this Supplemental Indenture. The aggregate principal amount of Bonds of the 1995 Series which may be executed by the Company and authenticated by the Trustee hereunder shall be limited to \$50,000,000 principal amount, except as provided in § 2.06, § 2.08, § 2.09, § 2.10 and § 2.13 of the Original Indenture and Section 4 of this Article I. The Bonds of said series shall be dated as provided in § 2.06 of the Original Indenture provided that, so long as there is no existing default in the payment of interest on the Bonds of the 1995 Series, any Bonds of the 1995 Series authenticated after the close of business on any record date (as hereinafter defined) with respect to any interest payment date (April 15 or October 15 as the case may be) and on or prior to such interest payment date shall be dated as of the day next following such interest payment date; all Bonds of the 1995 Series shall mature April 15, 1995; the Bonds of the 1995 Series shall be payable as to interest, principal and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable as to interest, principal and premium, if any, at the agency of the Company in the Borough of Manhattan, the City and State of New York; the Bonds of the 1995 Series shall bear interest at the rate of 10% per annum, payable semi-annually on the fifteenth day of April and the fifteenth day of October in each year, until payment of the principal becomes due and at the same rate per annum on any overdue principal and (to the extent legally enforceable) on any overdue installment of interest; and the terms of redemption shall be as referred to in Section 2 of this Article I.

So long as there is no existing default in the payment of interest on the Bonds of the 1995 Series, the person in whose name any Bond of the 1995 Series is registered at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding any transfer or exchange of such Bond of the 1995 Series subsequent to the record date and on or prior to such interest payment date, except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose

name such Bond of the 1995 Series is registered on the record date for the interest payment date fixed by the Company for the payment of such defaulted interest, provided that in no case shall such record date be less than ten days after notice thereof shall have been mailed to all registered holders of Bonds of the 1995 Series.

The registered owner of any Bond of the 1995 Series dated as of the date next following an interest payment date because it was authenticated after the close of business on the applicable record date and on or prior to such interest payment date shall, if the Company has defaulted in the payment of interest due on such interest payment date and such default shall be continuing, be entitled to exchange such Bond for a Bond or Bonds of the 1995 Series of the same aggregate principal amount dated on the date preceding such interest payment date. If the Trustee shall have knowledge at any time that any registered owner of a Bond of the 1995 Series shall be entitled by the provisions of the next preceding sentence to exchange such Bond, the Trustee shall, within thirty (30) days, mail to such owner at the address of such owner appearing upon the register of the Company a notice informing such owner that such owner has such right of exchange.

The term "record date" as used herein with respect to any interest payment date shall mean the last business day which is more than ten (10) calendar days prior to such interest payment date. The term "business day" as used herein shall mean any day other than a Saturday or a Sunday or a day on which the offices of the Trustee in the Borough of Manhattan, the City and State of New York, are closed pursuant to authorization of law.

As used in this Section 1, the term "default in the payment of interest" means failure to pay interest on the applicable interest payment date disregarding any period of grace permitted by Section 9.01 of the Original Indenture.

Section 2. The Bonds of the 1995 Series shall be redeemable prior to maturity, either at the option of the Company in whole at any time or in part from time to time, or through the operation of the sinking fund provided for in Article III hereof in part on April 15, 1976, and on each October 15 and April 15 thereafter to and includ-

ing October 15, 1994, on notice given in the manner and with the effect provided in Article 5 of the Original Indenture and as provided in this Section 2; provided, however, that prior to April 15, 1980, none of the Bonds of the 1995 Series may be redeemed at the option of the Company through a refunding, directly or indirectly, by or in anticipation of the incurring of any debt which has an interest cost to the Company less than 10.78% per annum. The term "interest cost to the Company" shall mean the annual percentage yield to stated maturity of the debt at the net price to the Company; therefor, determined by reference to a standard table of bond yields, with a straight-line interpolation if necessary. The "net price to the Company" shall be determined after adding all premiums and deducting all discounts, commissions, stand-by or commitment charges and any other compensation received or receivable directly from the Company by underwriters, investment bankers or other financing agents or purchasers. Prior to each redemption of any Bonds of the 1995 Series at the option of the Company prior to April 15, 1980, the Company will deliver to the Trustee an officers' certificate showing compliance with the proviso in the third preceding sentence.

The redemption prices of Bonds of the 1995 Series redeemed at the option of the Company (herein called optional redemption price) shall be the following percentages of the principal amount thereof:

IF REDEMPTION OCCURS TWELVE MONTHS' PERIOD BEGINNING			
April 15	Percentage	April 15	Percentage
1975	110.63%	1985	105.04%
1976	110.07%	1986	104.48%
1977	109.51%	1987	103.92%
1978	108.95%	1988	103.36%
1979	108.39%	1989	102.80%
1980	107.83%	1990	102.24%
1981	107.27%	1991	101.68%
1982	106.72%	1992	101.12%
1983	106.16%	1993	100.56%
1984	105.60%	1994	100.00%

in each case plus accrued interest to the redemption date.

The redemption price of Bonds of the 1995 Series redeemed through operation of the sinking fund provided for in Article III hereof (herein called the sinking fund redemption price) shall be 100% of the principal amount thereof, plus accrued interest to the redemption date.

In case the Company shall at any time elect to redeem all or any part of the Bonds of the 1995 Series, it shall give not more than sixty (60) or less than thirty (30) days' notice to the effect that it has elected to redeem all or a portion thereof, as the case may be, on a date therein designated, specifying in case of redemption of a part of the Bonds of the 1995 Series the distinctive numbers of a Bonds to be redeemed, and in every case stating in substance that on said date there will become due and payable upon each Bond so to be redeemed, at the agency of the Company in the Borough of Manhattan, the City and State of New York, the redemption price hereinafter in this Section 2 specified for Bonds redeemed at the option of the Company, and that from and after such date interest thereon will cease to accrue.

Such notice, in case of redemption of Bonds of the 1995 Series at the option of the Company, shall be given by mail by the Company, postage prepaid, at least thirty (30) and not more than sixty (60) days prior to the date fixed for redemption, to the registered owners of all Bonds to be so redeemed, at the addresses that shall appear upon the register thereof. Any notice which is mailed as herein provided shall be conclusively presumed to have been properly and sufficiently given on the date of such mailing, whether or not the owner receives the notice. In any case, failure to give due notice by mail, or any defect in the notice, to the registered owners of any Bonds of the 1995 Series designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other Bond.

Notice of redemption of Bonds redeemed through operation of the sinking fund provided for in Article III hereof shall be given as provided in preceding paragraphs.

Section 3. The Bonds of the 1995 Series shall be registered Bonds without coupons. Bonds of the 1995 Series may be issued in the denomination of \$1,000 or any multiple thereof authorized by the Board of Directors, or by the President, a Vice President or the Treasurer of the Company in the absence of authorization by the Board of Directors, bearing appropriate serial numbers, the execution and delivery thereof to be conclusive evidence of such authorization.

The Bonds of the 1995 Series and the Trustee's certificate of authentication to appear thereon are to be substantially in the following respective forms (any of the provisions of such Bond may be set forth on the reverse side thereof):

[FORM OR FORMS OF THE 1995 SERIES]

MICHIGAN WISCONSIN PIPE LINE COMPANY

(Incorporated under the laws of the State of Delaware)

FIRST MORTGAGE PIPE LINE BOND, 10% SERIES DUE 1995

No. _____

\$ _____

Monetary Wisconsin Pipe Line Company, a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, for value

Dollars

on April 15, 1995, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the interest payment date next preceding the date of this Bond (or, if this Bond is dated prior to October 15, 1975, then from April 15, 1975), at the rate of 10% per annum, payable semi-annually, on October 15, 1975 and on each April 15 and each October 15 thereafter until payment of the principal hereof becomes due, and at the same rate per annum on any overdue principal and (to the extent legally enforceable) on any overdue installments of interest; provided that, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, the interest payable on any April 15 or October 15 will be paid to the person in whose name this Bond was registered at the close of business on the last

business day which is more than ten calendar days prior to such April 15 or October 15. If the Company should default in the payment of interest due on such interest payment date, such defaulted interest shall be paid to the person in whose name this Bond is registered on the record date for the interest payment date fixed by the Company for the payment of such defaulted interest, provided that in no case shall such record date be less than ten days after notice thereof shall have been mailed to all registered holders of Bonds of this Series. Both principal of and interest (and premium, if any) on this Bond are payable at the agency of the Company in the Borough of Manhattan, the City and State of New York.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), of the series hereinafter specified, all issued and to be issued under and equally secured by a Mortgage and Deed of Trust dated as of September 1, 1948 (herein called the "Indenture"), executed by the Company to City Bank Farmers Trust Company (First National City Bank, successor Trustee, herein called the "Trustee"), and George W. Dillon (Peter A. Armentia, successor Individual Trustee), as Trustee, to which Indenture and all indentures supplemental thereto (certain of which contain amendments modifying certain of the provisions of the Indenture) reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the holders of the Bonds and of said Trustee in respect thereof, and the terms and conditions upon which the Bonds are, and are to be, secured. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. This Bond is one of a series designated as the "First Mortgage Pipe Line Bonds, 10% Series due 1995" (herein called "Bonds of the 1995 Series") of the Company, created by the Twenty-eighth Supplemental Indenture, dated as of April 15, 1975, limited in aggregate principal amount to \$50,000,000 and issued under and secured by the Indenture.

The Bonds of the 1995 Series are subject to redemption at any time or from time to time prior to maturity, at the option of the Company, either as a whole or in part, upon payment of the percentages of the principal amount thereof set forth below (such redemption prices being hereinafter referred to as "optional redemption prices"), to-

gether in each case with accrued interest to the redemption date, upon notice given by mail to the registered owners of the Bonds to be redeemed not more than 60 and not less than 30 days before the redemption date, subject to all the provisions and conditions of the Indenture and the Twenty-eighth Supplemental Indenture; provided, however, that prior to April 15, 1980, none of the Bonds of the 1995 Series may be redeemed at the option of the Company through a refunding, directly or indirectly, by or in anticipation of the incurring of any debt which has an interest cost to the Company (as defined in the Twenty-eighth Supplemental Indenture) of less than 10.75% per annum. Such several optional redemption prices (expressed in percentages of the principal amount) and the several periods to which such prices are applicable, are as follows:

LE REDEMPTION DURING TWENTY MONTHS' PERIOD BEGINNING			
April 15	Percentage	April 15	Percentage
1975	110.63%	1985	105.04%
1976	110.07%	1986	104.48%
1977	109.51%	1987	103.92%
1978	108.95%	1988	103.36%
1979	108.39%	1989	102.80%
1980	107.83%	1990	102.24%
1981	107.27%	1991	101.68%
1982	106.72%	1992	101.12%
1983	106.16%	1993	100.56%
1984	105.60%	1994	100.00%

in each case plus accrued interest to the redemption date.

The Bonds of the 1995 Series are entitled to the benefits of the sinking fund provided in the Twenty-eighth Supplemental Indenture and, as provided therein, are subject to redemption through the operation of said sinking fund in part from time to time on April 15, 1976, and on each October 15 and April 15 thereafter, to and including October 15, 1994 at 100% of the principal amount thereof, plus accrued interest to the redemption date, upon notice given in the manner provided in the case of redemption at the option of the Company.

In the event of the selection for redemption (whether for the sinking fund or otherwise) of a portion only of the principal of this Bond, payment of the redemption price will be made only (a) upon presentation of this Bond for notation hereon of such payment of the principal of this Bond so redeemed, or (b) upon surrender of this Bond in exchange for a Bond or Bonds of the 1995 Series (but only of authorized denominations) for the unredeemed balance of the principal amount of this Bond.

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To the extent permitted by, and as provided in, the Indenture, modifications or alterations of the Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company, upon the written consent of the holders of not less than 66% in principal amount of the Bonds then outstanding, or by an affirmative vote of the holders of not less than 66% in principal amount of the Bonds entitled to vote then outstanding at a meeting of bondholders called and held as provided in the Indenture, and, in case one or more but less than all of the series of Bonds then outstanding under the Indenture are affected, upon the written consent of the holders of not less than 66% in principal amount of the Bonds of the series then outstanding which are affected by such modification or alteration or by an affirmative vote of the holders of not less than 66% in principal amount of the Bonds of all series entitled to vote then outstanding which are affected by such modification or alteration; provided, however, that no such modification or alteration shall be made without the consent of the registered owner hereof, which will (a) affect the right of the registered owner hereof to receive payment of the principal of, or interest or premium (if any) on, this Bond, or to institute suit for the enforcement of any such payment on or after the respective due dates expressed herein, or (b) otherwise than as permitted by the Indenture, permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any property covered thereby, or deprive any bondholder of the security afforded by the lien of the Indenture, or (c) reduce the percentage of the principal amount of Bonds required to authorize any such modification or alteration.

In case an event of default, as defined in the Indenture, shall occur and be continuing, the principal of all the Bonds at any such time outstanding under the Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may in certain events be rescinded by the holders of a majority in principal amount of the Bonds outstanding.

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This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, at the agency of the Company in the Borough of Manhattan, the City and State of New York, on books of the Company to be kept for that purpose at said agency, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of the same series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all without service charge (other than for taxes and other governmental charges) and subject to the terms and conditions set forth in the Indenture.

The Company, the Trustees and any paying agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest (and premium, if any) hereon, and for all other purposes, and neither the Company, the Trustees nor any paying agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, or the interest or premium (if any) on, this Bond, or for any claim based hereon or on the Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, as such, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of

any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First National City Bank, the Trustee under the Indenture, or a successor trustee thereto under the Indenture, shall have signed the form of certificate imprinted hereon.

It Witnesses, Wladimir, Michigan Wisconsin Pipe Line Company has caused this Bond to be executed in its name with the facsimile signature of its President or a Vice President, and a facsimile of its corporate seal to be imprinted hereon, attested with the facsimile signature of its Secretary or an Assistant Secretary.

Dated _____

Митинган Висconsin Пайп Лайн Компани

By _____

President

Attest:

Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Indenture and Twenty-eighth Supplemental Indenture.

First National City Bank,
as Trustee

By _____
Authorized Officer

Section 4. Bonds of the 1995 Series may be exchanged, upon surrender thereof at the agency of the Company in the City and State of New York, for one or more Bonds of the 1995 Series, of authorized denominations, for the same aggregate principal amount, such exchanges to be made without service charge (other than for taxes and other governmental charges) and to be subject to the terms and conditions set forth in Article 2 of the Original Indenture.

ARTICLE II

Indenture or Bonds of the 1995 Series

Bonds of the 1995 Series may be executed, authenticated and delivered from time to time as permitted by the provisions of Article 3 of the Original Indenture.

ARTICLE III

Sinking Fund for Bonds of the 1995 Series

Section 1. As a sinking fund for the retirement of Bonds of the 1995 Series and so long as any Bonds of the 1995 Series shall be outstanding and shall not have become due, the Company will call for redemption, in the manner provided in Section 2 of Article I hereof and Article 5 of the Original Indenture, \$1,300,000 principal amount of Bonds of the 1995 Series on April 15, 1976 and an equal principal amount on each October 15 and April 15 thereafter to and including October 15, 1994, and \$600,000 principal amount of Bonds of the 1995

Series on April 15, 1995, in each case at the then applicable sinking fund redemption price specified in Section 2 of Article I hereof, except that the amount of Bonds to be retired as stated above on April 15, 1995, the maturity date of the Bonds of said series, shall be paid at principal amount plus accrued interest.

Section 2. The Company covenants that, so long as any Bonds of the 1995 Series are outstanding, it will file with the Trustee prior to May 1 in each calendar year, beginning with the year 1976, a certificate of reserve life stating:

(a) the Company's controlled proven gas reserves determined as of a prior date not earlier than January 1 of the year in which such certificate is filed and, if such be the case, that such gas reserves include synthetic gas, as hereinafter defined, to be produced from the conversion of coal, oil, naphtha, oil shale, or any other substance which the Company has the contractual right to purchase and acquire;

(b) the Company's annual gas requirements for the calendar year preceding the year in which such certificate is filed; and

(c) the Company's reserve life as at January 1 of the year in which such certificate is filed.

The certificate of reserve life shall be an independent engineer's certificate, which may, to the extent therein stated, rely on any other independent engineer's certificate and, with respect to the Company's annual gas requirements, on an officers' certificate.

For purposes of the certificate of reserve life to be filed under this Section 2 of Article III:

(a) The term "pipeline quality", when used in reference to any gas, shall mean gas which upon delivery to the Company, or after further treatment or processing by available and feasible means, or after blending with other gas available to the Company, is of a quality susceptible of sale or use by the Company in satisfying its gas requirements.

(b) The term "synthetic gas" shall mean gas produced by the conversion of coal, oil, naphtha, oil shale, or any other sub-

stance from a solid or a liquid to a gaseous state, but shall not include gas produced by the regasification of liquefied natural gas.

(c) The term "controlled proven gas reserves" shall mean the sum of (i) the aggregate volume of proven recoverable natural gas reserves (including gas in solution or in a common reservoir with oil or distillate and to be produced with such oil or distillate in the form of casinghead gas) of pipeline quality controlled by the Company, by virtue of leaseholds owned by the Company or by the virtue of contracts under which the Company is entitled to purchase natural gas produced from such reserves; (ii) to the extent not included in (i) above, the aggregate volume of pipeline quality gas which the Company is entitled to purchase or otherwise acquire from a gas pipeline company subject to regulation by the Federal Power Commission, or by any other regulatory agency having regulatory authority over the transportation and sale of gas by such company, under any contract providing for the delivery of such gas to, or for the account of, the Company from the gas pipeline operations of such company, but only to the extent the source of such gas is not specifically restricted under such contract to synthetic gas or gas produced by the regasification of liquefied natural gas, and provided that, on or prior to the date of such certificate, all necessary regulatory approvals required for the commencement of deliveries to the Company under such contract have been obtained; (iii) to the extent not included in (i) or (ii) above, the aggregate volume of synthetic gas or gas to be produced by the regasification of liquefied natural gas of pipeline quality controlled by the Company by virtue of an interest held by the Company in, or under contracts entitling the Company to purchase or otherwise acquire production from, any facilities for the production of synthetic gas or liquefied natural gas, respectively, provided that all regulatory approvals required to be obtained on or prior to the date of such certificate for the construction or operation of such facilities including necessary tanker facilities, have been obtained and the construction of such facilities has commenced or been completed; but only to the extent that, in the opinion of the signor or signers of such certificate:

A. the design, capacity and the useful life of such facilities will permit the production of such volume;

B. raw materials required to be consumed in the production of synthetic gas by such facilities, and such volumes of liquefied natural gas, or natural gas sufficient to permit the production of such volumes of liquefied natural gas, have been acquired or contracted for in quantities sufficient to permit the production of such volume; and

C. the nature and extent of the Company's interest in such facilities, or the contracts entitling the Company to purchase or otherwise acquire production therefrom, will permit the Company to obtain delivery of such volume; and

(iv) to the extent not included in (i), (ii) or (iii) above, the aggregate volume of gas of pipeline quality which the Company owns and which is available from storage fields and any other storage reservoirs, whether in a gaseous or liquid state.

(d) The term "annual gas requirements" shall mean the aggregate volume of gas sold or used by the Company (including gas unaccounted for, but excluding (i) net withdrawals from storage reservoirs, (ii) the volume of any such sales to the extent the Company is not required, under the contracts or arrangements by which such sales were made, to continue to sell such volume for a period extending beyond October 1 of the year next following the year in which such certificate is filed, and (iii) the volume of any such sale or use to the extent requirements therefor were met with gas obtained otherwise than from controlled proven gas reserves) during the calendar year next preceding the date of such certificate.

(e) The term "reserve life" shall mean a period of years (stated to the nearest 1/10th of a year) computed by dividing the controlled proven gas reserves by the annual gas requirements, each as stated in such certificate.

In the event that any certificate of reserve life so filed shall show a reserve life of less than 8 years, such certificate shall also state the date of reserve life extension, which shall be the first day of the calendar month next following the period commencing on January 1 of the year in which such certificate is filed and extending for a period equal to the reserve life so shown in such certificate. In the event the

date of reserve life extension stated in any certificate of reserve life is a date earlier than any sinking fund redemption date then in effect with respect to Bonds of the 1995 Series, the two sinking fund installments last to become due shall be eliminated, and the sinking fund installment due on October 15 in the year in which such certificate of reserve life is filed and the next succeeding sinking fund installment shall each be increased in an amount equal to one-half the aggregate amount of the sinking fund installments so eliminated and the schedule of sinking fund retirements thus revised shall thereafter constitute the schedule of sinking fund retirements hereunder until further revised as provided in this Section 2 of Article III.

Anything to the contrary in this Twenty-eighth Supplemental Indenture notwithstanding, in the event any certificate of reserve life shall show a reserve life of less than 4 years, all sinking fund installments with respect to the Bonds of the 1995 Series then outstanding payable on any sinking fund date subsequent to the year in which such certificate is filed shall become and be due and payable on December 31 of such year.

In case any adjustment is required in the schedule of sinking fund retirements of Bonds of the 1995 Series, the Company will promptly file with the Trustee an officers' certificate setting forth the revised schedule, which shall be available for inspection by any holder of Bonds of the 1995 Series.

Section 3. The Company shall have the right at any time or from time to time to anticipate and obtain credit upon all or any part of any one or more of the sinking fund installments by delivering to the Trustee, not less than forty-five (45) days prior to the redemption date specified for any such installment, Bonds of the 1995 Series, or by applying as a credit upon any such installment any Bonds of the 1995 Series duly called by the Company for redemption at the optional redemption price on a date not later than the redemption date specified for any such installment, in accordance with the provisions of Section 2 of Article I hereof, by the giving of notice of such redemption, in the manner provided in said Section 2 and in Article 5 of the Original Indenture, not less than forty-five (45) days prior to the redemption date specified for any such installment. Bonds of the 1995 Series credited

against sinking fund installments pursuant hereto shall be credited at the principal amount thereof.

Whenever the Company pursuant to this Section 3 shall deliver to the Trustee Bonds of the 1995 Series for account of the sinking fund or shall apply as a credit upon any sinking fund installment any Bonds of the 1995 Series called for redemption at the optional redemption price pursuant to Section 2 of Article I hereto, the Company shall file with the Trustee an officers' certificate stating that the Bonds so delivered or called for redemption are to be credited upon a specified sinking fund installment or installments and that none of such Bonds has theretofore been applied as a credit upon any sinking fund installment or made the basis for the authentication and delivery of additional Bonds pursuant to § 3.06 of the Original Indenture, or for the withdrawal of cash included in the trust estate, or for the reduction of the amount of cash required to be deposited in the trust estate under any provision of the Indenture.

All Bonds of the 1995 Series which are delivered to the Trustee by the Company for the sinking fund pursuant to the provisions of this Section 3 shall be accompanied by proper instruments of transfer duly executed in blank. All Bonds delivered to the Trustee by the Company for the sinking fund pursuant to the provisions of this Section 3 shall, upon the receipt thereof by the Trustee, be cancelled.

ARTICLE IV

COVENANTS OF THE COMPANY

SECTION 1. The Company covenants that, so long as any of the Bonds of the 1995 Series are outstanding, it will not declare or otherwise authorize, or make, any payment on its common stock,

(a) in any case, if, after giving effect to such payment on common stock, the aggregate of all payments on common stock declared, authorized or made subsequent to December 31, 1974, shall exceed the net income available for dividends on common stock from December 31, 1974, to the close of a calendar month ending within ninety (90) days prior to the making of the particular payment on common stock, plus \$51,000,000, plus such additional amount as the Securities and Exchange Commission (or any successor commission or authority administering the Public Utility

Holding Company Act of 1935) may approve on application made by the Company;

(b) in case at the close of the calendar month selected for the purposes of the preceding subparagraph (a) the aggregate principal amount of Bonds outstanding under the Indenture constituted (or, after giving effect to the particular payment on common stock and all other payments on common stock declared, authorized or made subsequent to such time, would constitute) 70% or more of the total capitalization of the Company, unless, after giving effect to such payment on common stock, the aggregate of all payments on common stock declared, authorized or made subsequent to December 31, 1974, shall not exceed the sum of (i) 65% of net income available for dividends on common stock subsequent to December 31, 1974, and (ii) \$51,000,000.

For the purposes of this Section 1 "payments on common stock" shall mean and include dividends or other distributions on common stock (other than dividends paid in common stock or in cash to the extent that equivalent moneys are reinvested by the recipient of such dividend in common stock of the Company promptly after receipt of such dividend) as well as expenditures for the purchase, redemption or other acquisition of common stock to the extent such expenditures exceed the total of net cash proceeds received after December 31, 1974 from the sale of common stock and contributions to capital, but shall not in any case mean or include exchanges of common stock solely for other common stock.

For the purposes of this Section 1 "net income available for dividends on common stock" shall mean gross revenues received by the Company less all expenses, including, among other things, all taxes on revenues or income, and shall be determined after payment of or provision for dividends on any stock other than common stock and otherwise in accordance with accepted accounting principles and practices which are consistent with such system of accounts as may be prescribed by governmental authorities having jurisdiction over the accounts of the Company. All items representing amortization of charges or credits usually considered as annually recurring items shall be included in determining net income applicable to common stock and the amount of accruals for property retirement, depreciation, deple-

tion of obsolescence shall be as charged by the Company on its books, but in no event less than the smaller of 3% per annum of gross depreciable property, or the maximum amount fixed or allowed for such purposes during any period of time by a governmental authority or regulatory body having jurisdiction in the premises. There shall not be taken into account, however, (i) any amounts (except accrued dividends) paid to the holders of preferred stock of the Company in connection with the purchase by it of shares of its outstanding preferred stock, (ii) profit or loss on the sale of capital assets or taxes on income or revenues in respect of any such profits, (iii) any charge or credit to surplus representing an adjustment of income or expenses (including taxes) applicable to any period other than that for which net income available for dividends on common stock is being determined, or (iv) except as aforesaid, any charge or credit to surplus representing an adjustment to reflect an increase or decrease in the carrying value of any assets.

For the purposes of this Section 1 "total capitalization of the Company" shall consist of the sum of the principal amount of Bonds and other funded debt at the time outstanding (including prior lien bonds other than funded prior lien bonds), and the total capital represented by the capital stock of the Company at the time outstanding, based, in the case of stock having a par value, upon its par value, and in the case of stock having no par value, upon the value stated on the books of the Company, plus the total amount of surplus of the Company, whether earned or paid in, or less the amount of any net deficit in the Company's surplus account; provided, however, that in determining the surplus of the Company no effect shall be given to any charge or credit to surplus representing an adjustment to reflect an increase or decrease in the carrying value of any asset, except for reserves for property retirements, depreciation, depletion or obsolescence, which charges shall be deemed to be, for the purposes of this computation, as entered by the Company on its books, but in no event less than a total amount equal to 3% per annum of gross depreciable property subject to depreciation during the period with respect to which such charges are made (reduced to the extent that a lesser amount shall have been fixed or allowed during such period or any part thereof by a governmental authority or regulatory body having jurisdiction in the premises).

SECTION 2. The Company hereby covenants, warrants and agrees that, so long as any Bonds of the 1995 Series shall remain outstand-

ing, the covenant of the Company set forth in §4.30, and the covenants contained in § 3.03(b) and § 3.03(e), of the Original Indenture shall be and remain in full force and effect, and be duly observed, and complied with by the Company, even though no First Mortgage Pipe Line Bonds, 3 7/8% Series due September 1, 1968, shall then remain outstanding.

G. The Trustees:

The Trustees and the Missouri co-trustee join in the execution of this Twenty-eighth Supplemental Indenture upon and subject to the terms and conditions set forth in the Original Indenture.

Neither the Trustees nor the Missouri co-trustee shall be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twenty-eighth Supplemental Indenture or the due execution hereof by the Company, or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustees or the Missouri co-trustee by reason of this Twenty-eighth Supplemental Indenture other than as set forth in the Original Indenture.

D. Miscellaneous Provisions.

Except in so far as herein otherwise expressly provided, all the provisions, terms and conditions of the Original Indenture shall be deemed to be incorporated in, and made a part of, this Twenty-eighth Supplemental Indenture, and the Original Indenture as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture,

ture, the Eighteenth Supplemental Indenture, the Nineteenth Supplemental Indenture, the Twentieth Supplemental Indenture, the Twenty-first Supplemental Indenture, the Twenty-second Supplemental Indenture, the Twenty-third Supplemental Indenture, the Twenty-fourth Supplemental Indenture, the Twenty-fifth Supplemental Indenture, the Twenty-sixth Supplemental Indenture, the Twenty-seventh Supplemental Indenture and this Twenty-eighth Supplemental Indenture in all respects ratified and confirmed; and the Original Indenture is said Supplemental Indentures shall be read, taken and construed as one and the same instrument.

Nothing in this Twenty-eighth Supplemental Indenture is intended, or shall be construed, to give to any person or corporation, other than the parties hereto and the holders of Bonds issued and to be issued under and secured by the Indenture, any legal or equitable right, remedy or claim under or in respect of this Twenty-eighth Supplemental Indenture, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions of this Twenty-eighth Supplemental Indenture being intended to be, and being, for the sole and exclusive benefit of the parties hereto and of the holders of Bonds issued and to be issued under the Indenture and secured thereby.

All covenants, promises and agreements in this Twenty-eighth Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

The Company represents, and the undersigned officer of this Company executing this instrument on behalf of the Company, by executing this instrument, after first being duly sworn, states under oath, that the Company is a corporation referred to in Business and Commerce Code, Title 4, Chapter 35, Subchapter A, Section 35.01(a)(2), of the Texas Civil Statutes, being a corporation owning and operating in the State of Texas a gas pipeline for the transportation and sale of natural gas to distributing companies located outside the boundaries of the State of Texas.

This Twenty-eighth Supplemental Indenture is being executed in several counterparts each of which is an original and all of which are identical except that in certain counterparts, to facilitate recordation,

the descriptions of property being incorporated herein in Exhibits "A", "B", "C" and "D" to the Indenture by the terms hereof, in each case covering properties situated in a state other than the state in which the particular counterpart is to be recorded, are included by reference only. Each counterpart of this Twenty-eighth Supplemental Indenture is to be deemed an original hereof, and all counterparts collectively are to be deemed to be one instrument.

IN WITNESS WHEREOF, MICHIGAN WISCONSIN PIPE LINE COMPANY has caused this Twenty-eighth Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and said seal and this Twenty-eighth Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; and FIRST NORTON, CRY BARF, as Trustee under the Indenture, has caused this Twenty-eighth Supplemental Indenture to be executed on its behalf by one of its Trust Officers, and its corporate seal to be hereto affixed and said seal and this Twenty-eighth Supplemental Indenture to be attested by one of its Assistant Cashiers; and PETER A. AMERIKIA, as Individual Trustee under the Indenture, has affixed his hand and seal hereto; and CONSTANCE BAYNE or KAYNAS CRY, N. A., as Missouri co-trustee, has caused this Twenty-eighth Supplemental Indenture to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Twenty-eighth Supplemental Indenture to be attested by one of its Assistant Secretaries; all as of the 15th day of April, 1975.

MICHIGAN WISCONSIN PIPE LINE COMPANY

C. J. McInerney
C. J. McInerney, Vice President
One Woodward Avenue
Detroit, Michigan

Attest:
W. E. Kohn
W. E. Kohn, Assistant Secretary
One Woodward Avenue
Detroit, Michigan

FIRST NATIONAL CITY BANK,
as Trustee as aforesaid



O. BOHACHEWSKY, Trust Officer
111 Wall Street
New York, N. Y.

Attest:


R. T. KUCHERA, Assistant Cashier
111 Wall Street
New York, N. Y.


PETER A. ARMENIA
8 Penn Avenue
Statens Island, New York
individually and as Individual Trustee

Commerce Bank of Kansas City, N. A.
as Missouri co-trustee as aforesaid


M. E. TAMMOR, Vice President
Tenth and Walnut Streets
Kansas City, Missouri

Attest:


D. L. MORIARTY, Assistant Secretary
Tenth and Walnut Streets
Kansas City, Missouri

Signed, sealed and delivered by MICHAEL
WISCONSIN FIRE LAMP COMPANY, FIRST
NATIONAL CITY BANK, PETER A. ARMENIA
and Commerce Bank of Kansas City,
N. A., in the presence of:


MARY P. WALSH


ENZO L. CARROCCI
As Witnesses

I, JOHN L. GINDMELMAN, a Notary Public in and for the County of New York, State of New York, duly commissioned, qualified and acting, do hereby certify as follows:

(1) That there personally appeared before me in my said County this day G. J. MCLINNEY and W. E. KOHN, to me personally well known and personally well known to me to be the same and identical persons whose names are, respectively, as Vice-President and Assistant Secretary of Michigan Wisconsin Paper Lase Company, a corporation of the State of Delaware, signed and subscribed to the foregoing annexed instrument, bearing date as of April 15, 1975, and who, upon being by me duly sworn, did severally acknowledge and say that they reside, respectively, at 631 South Rosedale Court, Grosse Pointe Woods, Michigan 48236 and 1122 Bishop Road, Grosse Pointe Park, Michigan 48230, that they are Vice President and Assistant Secretary, respectively, of Michigan Wisconsin Paper Lase Company, and also severally acknowledged to me that they, being first thereunto duly authorized by said corporation, executed, signed, sealed with the corporate seal, and delivered the said instrument for Michigan Wisconsin Paper Lase Company on this day as the free and voluntary act and deed for the uses, purposes and considerations therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation by it voluntarily executed;

(2) That there personally appeared before me in my said County this day O. BOHACHTWESKY and R. T. KROEMER, to me personally well known and personally well known to me to be the same and identical persons whose names are, respectively, as Trust Officer and Assistant Cashier of First National City Bank, a national banking association incorporated under the laws of the United States of America, signed and subscribed to the foregoing annexed instrument, bearing date as of April 15, 1975, and who, upon being by me duly sworn, did severally acknowledge and say that they reside, respectively, at

2923 171st Street, Flushing, New York 11358 and 66-31 74th Street, Middle Village, New York 11379, that they are Trust Officer and Assistant Cashier, respectively, of First National City Bank, and also severally acknowledged to me that they, being first thereunto duly authorized by said corporation, executed, signed, sealed with the corporate seal, and delivered the said instrument for First National City Bank on this day as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation by it voluntarily executed;

(3) That there personally appeared before me in my said County this day PETER A. ANKREIN, to me personally known, and personally known to me to be the person described in and who executed the foregoing instrument bearing date as of April 15, 1975, who, being by me duly sworn, did acknowledge that his address is 8 Penn Avenue, Staten Island, N. Y., that he is familiar with the contents of said instrument, and that he executed, signed, sealed and delivered the foregoing instrument as his free and voluntary act and deed for the uses, purposes and considerations therein set forth, and I do hereby so certify;

(4) That there personally appeared before me in my said County this day M. E. TALBOT and D. L. MONTARY, to me personally well known and personally well known to me to be the same and identical persons whose names are, respectively, as Vice President and Assistant Secretary of Commerce Bank of Kansas City, N. A., a national banking association organized under the laws of the United States of America, signed and subscribed to the foregoing annexed instrument, bearing date as of April 15, 1975, and who, upon being by me duly sworn, did severally acknowledge and say that they reside, respectively, at 6001 West 90th, Overland Park, Kansas 66207 and F. 19, Lake Lotawana, Missouri 64063, that they are Vice President and Assistant Secretary, respectively, of Commerce Bank of Kansas City, N. A., and also severally acknowledged to me that they, being first thereunto duly authorized by said corporation, executed, signed, sealed with the

corporate seal, and delivered the said instrument for CONVERSE PARK or KASSAS CRY, N. A., on this day as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation by it voluntarily executed; and

(5) That there personally appeared before me in my said County this day C. J. MOLSKAWY, of lawful age, and known to me to be Vice President of MINNEAPOLIS WISCONSIN PIPE LINE COMPANY, who subscribed the foregoing instrument in my presence, and who, being by me first duly sworn, did acknowledge and say that he is Vice President of MINNEAPOLIS WISCONSIN PIPE LINE COMPANY, and was duly authorized to execute this instrument, as the free and voluntary act and deed of the Corporation and for the purposes and considerations therein contained, and in his official capacity as such Vice President and as his free and voluntary act and deed, stated on oath, as evidenced by his execution of the said instrument, that:

MINNEAPOLIS WISCONSIN PIPE LINE COMPANY did execute the foregoing Twenty-eighth Supplemental Indenture dated as of April 13, 1975, and is a corporation referred to in Business and Commerce Code, Title 4, Chapter 35, Subchapter A, Section 35.01(a)(2), of the Texas Civil Statutes, being a corporation owning and operating in the State of Texas a gas pipe line for the transportation and sale of natural gas to distributing companies located outside the boundaries of the State of Texas.

Gives under my hand and official seal in The City of New York, County of New York and State of New York, this 8th day of April, 1975.

This instrument drafted by:

WILLIAM E. KOHN
Attorney-at-law
One Woodward Avenue
Detroit, Michigan 48226


JOHN L. GRIMMELSTEIN
Notary Public, State of New York
No. 30-6675350
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1976

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EXHIBIT "A"
Supplement No. 11
to

Schedule XIII of XVI Schedules Comprising Exhibit "A" to the Indenture

All of the following surface leases, surface rights, rights-of-way, servitudes, easements, permits, and grants recorded as hereafter set forth (all references hereafter made to Volumes and Pages being to the Books or Volumes and Pages of the Deed Records of the respective Counties of the State of Mississippi), to wit:

BOLIVAR COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

Grantor	Date of Grant	Recorded Vol.	Recorded Pg.
*See A Morgan, Dale H Morgan, Noel Morgan	6-27-74	M-120	33
**See Agard and Victor J. Agard	10-29-74	M-120	507

*Right of Way Agreement, Catholic Protection Site.
**Molestation of Grant.

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E-1

Supplement No. 12

to

EXHIBIT "E"

All of the following described contracts providing for the sale and delivery of natural gas by the Company, to wit:

1. Service Agreement dated as of August 15, 1973, between the Company and Iowa Electric Light and Power Company, replacing Service Agreement dated as of June 11, 1973, between the said parties.

2. Service Agreement dated as of August 15, 1973, between the Company and Iowa Southern Utilities Company, replacing Service Agreement dated as of June 11, 1973, between the said parties.

3. Service Agreement dated as of October 1, 1974, between the Company and Keokuk Gas Service Company, replacing Service Agreement dated as of July 23, 1973, between the said parties.

4. Service Agreement dated as of August 15, 1973, between the Company and Madison Gas and Electric Company, replacing Service Agreement dated as of June 11, 1973, respectively, between the said parties.

5. Service Agreement dated as of August 16, 1973, between the Company and Michigan Gas Utilities Company, replacing Service Agreement dated as of July 24, 1973, respectively, between the said parties.

6. Service Agreements dated as of August 15, 1973, and August 16, 1973, between the Company and Michigan Power Company, replacing Service Agreements dated as of June 11, 1973, and June 12, 1973, respectively, between the said parties.

7. Service Agreement dated as of August 15, 1973, between the Company and Paris-Henry County Public Utility District, replacing Service Agreement dated as of June 11, 1973, between the said parties.

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8. Service Agreements dated as of August 15, 1973, and August 16, 1973, between the Company and Wisconsin Fuel and Light Company, replacing Service Agreements dated as of July 23, 1973, and July 24, 1973, between the said parties.

9. Service Agreements dated as of August 15, 1973, and August 17, 1973, between the Company and Wisconsin Gas Company, replacing Service Agreements dated as of June 11, 1973, and June 13, 1973, respectively, between the said parties.

10. Service Agreement dated as of August 15, 1973, between the Company and Wisconsin Michigan Power Company, replacing Service Agreement dated as of June 11, 1973, respectively, between the said parties.

11. Service Agreement dated as of August 15, 1973, between the Company and Wisconsin Natural Gas Company, replacing Service Agreement dated as of June 11, 1973, respectively, between the said parties.

12. Service Agreements dated as of August 15, 1973, and August 16, 1973, between the Company and Wisconsin Power and Light Company, replacing Service Agreements dated as of June 11, 1973, and June 12, 1973, respectively, between the said parties.

13. Service Agreements dated as of August 15, 1973, and August 16, 1973, between the Company and Wisconsin Public Service Corporation, replacing Service Agreements dated as of June 11, 1973, and June 13, 1973, between the said parties.

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F-1
Supplement No. 12
to
EXHIBIT "F"

The following described contracts providing for the sale to and purchase by the Company of natural gas, to wit:

Gas Purchase Contract dated March 13, 1974 between the Company and TransOcean, Inc. relating to Block 306 (Contract #1A), Eugene Island Area, Offshore, Louisiana.

Gas Purchase Contract dated March 1, 1974 between the Company and Placid Oil Company relating to Block 306 (Contract #1A), Eugene Island Area, Offshore, Louisiana.

Gas Purchase Contract dated February 27, 1974 between the Company and Hunt Oil Company relating to Block 306 (Contract #1A), Eugene Island Area, Offshore, Louisiana.

Gas Purchase Contract dated March 1, 1974 between the Company and Placid Oil Company relating to Block 171 (Contract #2A), West Cameron Area, Offshore, Louisiana.

Gas Purchase Contract dated June 4, 1974 between the Company and TransOcean, Inc. relating to Block 171 (Contract #2A), West Cameron, Offshore, Louisiana.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M., 14 day of April 1975, and that the same has been recorded in Book 184 Page 585 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees \$ _____ pd.

SEAL

H. P. Ferguson

CLERK

Paid, Satisfied and Cancelled
This 24th day of March 1977
L. L. Williams
Benjamin
Attest
Chancery Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
LAWRENCE SIMMONS and wife, MONA SIMMONS,
of the first part, hereinafter designated as the Grantor,
MILLS E. BARBEE, JR., Trustee, of the second part, hereinafter designated as Trustee, and
WILLIAM W. BALLARD, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the ^{PRINCIPAL} sum of
EIGHT THOUSAND AND NO/100----- DOLLARS
(\$ 8,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of nine (9) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit: in sixty (60) monthly installments of principal
and interest in the amount of ONE HUNDRED SIXTY-SIX AND 07/100 DOLLARS
(\$166.07) each, the first of said monthly installments being due and
payable on or before May/1, 1975, and one of said monthly installments
being due and payable on or before the same day of each consecutive
month thereafter, until all of said indebtedness shall be paid in full.

The funds derived from the indebtedness secured by this Deed of Trust
have been entirely used to pay the Seller all or part of the Purchase
Price of the property described below.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the County
of DeSoto, in Section Five (5), Township Two (2) South, Range Seven (7)
West,
State of Mississippi, and more particularly described as follows, to-wit:

The West 3.0 acres, more or less, of the following described tract con-
taining 6.9 acres, more or less:

Commencing at the Southwest corner of the Southeast Quarter of Section
5, Township 2 South, Range 7 West, DeSoto County, Mississippi; thence
North along the West line of said quarter section a distance 797.18
feet to an iron pin set in a County gravel road being the Southwest
corner of described tract and the point of beginning; thence continuing
along said line N 01°-20'-53" E - 529.17 feet to an iron pin; thence S
89°-31'-45"E - 1056.88 feet to an iron pin set in a County gravel road;

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then down said gravel road in a southwesternly direction with the following locative calls:

S47°-07'-43"W - 248.60 feet
S76°-28'-50"W - 188.22 feet
S73°-54'-15"W - 209.20 feet
S61°-32'-43"W - 176.30 feet
S65°-22'-35"W - 343.21 feet
S58°-24'-29"W - 42.38 feet

to the point of beginning, containing 6.90 acres, more or less. All bearings referenced to true North as determined by solar observations.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 838 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before the actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of April, 1975.

Lawrence Simmons
 LAWRENCE SIMMONS
Mona Simmons
 MONA SIMMONS

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named LAWRENCE SIMMONS and wife, MONA SIMMONS, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of April, 1975.
 My Commission Expires: My Commission Expires Jan. 7, 1978
Elin M. Barber
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 8 o'clock 55 minutes A. M. 14 day of April 1975, and that the same has been
 184 607

5.00
 14 April 1975

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CANCELLED BY AUTHORITY RECORDED IN BOOK
244 PAGE 6
THIS 8 DAY OF June 19 1979
H. S. Langston
CHANCE CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JAMES W. BROADWAY AND WIFE MARY S. BROADWAY

of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK & TRUST of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
SIX THOUSAND SIX HUNDRED THIRTY DOLLARS AND NO/100-----DOLLARS
(\$ 6,630.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of TEN per centum per annum after
DATE , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

DUE AND REPAYABLE IN ONE INSTALLMENT DUE ON OR BEFORE THE 20TH DAY OF
DECEMBER, 1975 IN THE TOTAL AMOUNT PLUS INTEREST OF 10%.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DESOTO COUNTY
State of Mississippi, and more particularly described as follows, to-wit:

BEGINNING AT A STAKE 648 FEET NORTHWEST OF LEE ROSS'S NORTHWEST CORNER ON THE EAST SIDE OF U.S. HIGHWAY No. 78, IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2, RANGE 6, RUNNING THENCE NORTH 210 FEET TO A STAKE; THENCE NORTHWEST 210 FEET TO A STAKE; THENCE SOUTH 210 FEET TO A STAKE IN THE EAST RIGHT-OF-WAY LINE OF U.S. 78; THENCE SOUTHEAST 210 FEET TO THE POINT OF BEGINNING, CONTAINING ONE ACRE, MORE OR LESS, AND BEING PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2, RANGE 6 THAT LIES EAST OF U.S. HIGHWAY 78.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20TH day of DEC. 19 74



James W. Broadway
JAMES W. BROADWAY
Mary S. Broadway
MARY S. BROADWAY

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named JAMES W. BROADWAY AND HIS WIFE, MARY S. BROADWAY who severally acknowledged that THEY

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 20TH day of DECEMBER 19 74

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. on the 14th day of April 1975, and that the same has been
184 410 records of REAL ESTATE TRUST DEEDS
Notary Public
Annelle B. Jones

5.00
14
April

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Marvin A. Brewer and wife,
Ann C. Brewer

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank and Trust of the third part, hereinafter designated as the Beneficiary.
Olive Branch, Miss.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Twelve Thousand Four Hundred Twenty-one and 80/100----- DOLLARS
(\$ 12,421.80) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
Maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: Due and repayable in 60 equal monthly installments of
\$207.03 each with first installment being due and repayable on or before the 15th.,
day of April 1975, with like installments being due and repayable on or before the
15th., day of each consecutive month thereafter until paid in full.

Parties of the first part reserve the right to prepay all or any part of said
indebtedness on or before the due date without penalty.

Failure to make any installments when due shall operate to cause the entire unpaid
indebtedness to become immediately due and payable at the option of the owner and
holder of this instrument.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:
A lot in the southwest quarter of Section 34, Township 1, Range 6, more particularly
described as commencing at a southwest corner of said Section 34; thence north on
the section line 1,165.0 feet; thence east with the north line of Coleman Avenue
592.4 feet to the point of beginning of the herein conveyed lot; thence north five
degrees 00' west 155 feet to a stake; thence north 85 degrees 00' east 170.1 feet
to a stake; thence south five degrees 00' east 155 feet to a stake in the north
line of Coleman Avenue; thence south 85 degrees 00' west 170.1 feet to the point
of beginning and being the east part of the lot conveyed by L. M. Coleman, et ux
to Joe L. Grisham, et ux, by deed in Book 45, Page 172.

CANCELLED BY AUTHORITY RECORDED IN BOOK
207 PAGE 649
THIS 14 DAY OF Jan 1977
H. H. Ferguson
CHANCERY CLERK

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of March 19 75

Marvin A. Brewer
Marvin A. Brewer

Ann C. Brewer
Ann C. Brewer

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Marvin A. Brewer and wife, Ann C. Brewer who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th. day of March 19 75

My Commission Expires: May 18, 1976

Annie B. Jones
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 613 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

5.00

H. P. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

200 PAGE 526

THIS 1st DAY OF June 1976

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

CHANCERY CLERK

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between J. W. METTS AND LUCY S. METTS

of the first part, hereinafter designated as the Grantor,

JAMES. E. WOODS Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK AND TRUST of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Nine thousand one hundred six and 20/100- - - - -DOLLARS (\$ 9,106.20) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in sixty (60) equal monthly installments of One hundred fifty one and 77/100 Dollars (\$151.77) each- the first being due May 6, 1975 and each 5th day of each month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DeSoto County

State of Mississippi, and more particularly described as follows, to-wit:

21.5 acres, more or less, in the Southeast Quarter of Section 16, Township 2, Range 6 West, DeSoto County, Mississippi, being more particularly described as follows, to-wit: Beginning at a stake 137.5 feet South of the Northeast corner of the Southeast Quarter of said Section 16; run thence South 319 feet to a stake; thence West 615 feet; thence South 213 feet; thence West 687 feet; thence South 280 feet; thence West 1,493 feet to a stake; thence North 517 feet to a stake; thence in a Northeasterly direction 2,332 feet to a stake; thence South 72 feet; thence East 161 feet; thence North 77 feet; thence East 114 feet; thence North 67 feet; thence East 66.5 feet to the point of beginning, LESS AND EXCEPT, that tract sold to H. A. McIngvale as shown by deed of record in Deed Book 55, Page 398 and that certain tract sold to James D. Floyd, et ux as shown by deed of record in Deed Book 76, page 112, both deeds being of record in the Land Deed Records of DeSoto County, Mississippi, LESS AND EXCEPT property conveyed to

Ed Stahl as shown of record in Deed Book 86, Page 61 and Less and except 1.59 acres under contract to Sammy Graham as shown of record in Power of Attorney Book 41, Page 105 and Book 40, page 459, and further described in deed from J. W. Metts, et ux to W. I. LaRue dated September 6, 1972.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IX. TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of March 19 75



J. W. Metts
J. W. Metts
Lucy S. Metts
Lucy S. Metts

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named J. W. Metts and wife, Lucy S. Metts

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of March 19 75

My Commission Expires: May 18, 1976

Quisha B. Jones
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 14 day of April 1975, and that the same has been
recorded in Book 184 Page 666 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of April 1975.

Fee \$ 5.00

H. P. Ferguson

H. B. Ferguson
Sey D. Taylor, D.C.

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACCOUNT # 31772-7

WHEREAS, Robert G. Shelton and Wife, Geraldine Munay Shelton
of 113 Highway 301, Walls, Mississippi parties of the first part,

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., Holder, party of the second part, in the sum of

Four Thousand Eight Hundred and no/100 DOLLARS
(Total Amount of Note / Total of Payments)

(\$ 4800.00) as evidenced by a promisory note dated April 10, 19 75

with the Amount of Loan (Amount Financed) of \$ 3582.09

Finance Charge (Precomputed Charges) of \$ 1217.91

Annual Percentage Rate 29.84 %

and due and payable in 24 installments of \$ 200.00 each beginning May 10, 1975

and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

[The Agreed Rate of Charge is provided for in Section 75-17-1 (7) of the Mississippi Code of 1972, as amended: "Notwithstanding the foregoing and any other provision of law to the contrary, the maximum finance charge which may be contracted for and received for any loan or extension of credit made by a licensee under the Small Loan Regulatory Act (Sections 75-67-101 through 75-67-136, Mississippi Code of 1972), and the Small Loan Privilege Tax Law (Sections 75-67-201 through 75-67-243, Mississippi Code of 1972), may result in a yield not to exceed the following annual percentage rates calculated according to the actuarial method:

- (a) Thirty-six percent (36%) per annum for the portion of the unpaid balance of the amount financed that is not greater than Six Hundred Dollars (\$600.00);
- (b) Thirty-three percent (33%) per annum for the portion of the unpaid balance of the amount financed in excess of Six Hundred Dollars (\$600.00) but not greater than Eighteen Hundred Dollars (\$1800.00);
- (c) Twenty-four percent (24%) per annum for the portion of the unpaid balance of the amount financed in excess of Eighteen Hundred Dollars (\$1800.00) but not greater than Forty-five Hundred Dollars (\$4500.00);
- (d) Twelve percent (12%) per annum for the portion of the unpaid balance of the amount financed in excess of Forty-five Hundred Dollars (\$4500.00).

Nothing in this paragraph (7) shall prohibit lending money or handling, negotiating or arranging loans for a finance charge that is less than that specified herein. This paragraph (7) does not limit or restrict the manner of contracting for the finance charge, whether by way of add-on, discount or otherwise, so long as the annual percentage rate of the finance charge does not exceed that permitted by this section."

NOW, THEREFORE, we hereby sell, convey and warrant unto J. L. Sharpe, Corinth, Mississippi

of DeSoto County, State of Mississippi, as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to wit:

Lot 21, Section 4, Hoyte Austin Lake Subdivision, in Section 6 Township 2 South, Range 8 West, as shown on a map or plat thereof recorded in Plat Book 3, Pages 8, 9, and 10, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for more particular description of said property.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered, EXCEPT

Bailey Mortgage Company, Jackson, Ms.

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefore; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

Lot 819, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal Deed of Trust of and cancel of record a certain Deed of Trust/ executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 174/ at Pages 467/ of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 1975.



WORTMAN & MANN, INC. Mortgage Loan Division

BY: Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Wortman & Mann, Inc. of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 1975.



Sarah B. Hubbard NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 621 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees \$ 2.50

H. P. Ferguson, CLERK

622

Lot 806, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal Deed of Trust of and cancel of record a certain Deed of Trust/ executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 176/ at Pages 184/ Renewal D/T, Page 397/ 67/ of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 19 75.



WORTMAN & MANN, INC.
Mortgage Loan Division

BY: Don Barkley
Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 19 75.



Sarah B. Hubbard
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 622 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

2.60

H. P. Ferguson CLERK

Lot 804, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal Deed of Trust of and cancel of record a certain Deed of Trust/ executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 174/ at Pages 305 469/ of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 19 75.



WORTMAN & MANN, INC. Mortgage Loan Division

BY: Don Barkley Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 19 75.

Joseph B. Hubbard NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 623 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees \$ 2.50

H. P. Ferguson CLERK

624

Lot 799, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal Deed of Trust of and cancel of record a certain Deed of Trust/ executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 174/ at Pages 471/ of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 19 75.



WORTMAN & MANN, INC. Mortgage Loan Division

BY: Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 19 75.



Sarah B. Hubbard NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 624 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

250 H. P. Ferguson, CLERK

Lot 778, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal Deed of Trust of and cancel of record a certain Deed of Trust/ executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 174/ at Pages 475/ of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 19 75 .



WORTMAN & MANN, INC. Mortgage Loan Division

BY: Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 19 75 .



Jacob B. Hubbard NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 625 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975. Fees 2.50

H. P. Ferguson, CLERK

626

Lot 777, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal Deed of Trust of and cancel of record a certain Deed of Trust / executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 174/ at Pages 311 477/ of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 19 75 .



WORTMAN & MANN, INC. Mortgage Loan Division

BY: Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 19 75 .



Jack B. Hubbard NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 626 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fee 2.50

H. P. Ferguson, CLERK

Lot 774, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal D/T of and cancel of record a certain Deed of Trust / executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 175 / at Pages 437 / of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 19 75.



WORTMAN & MANN, INC. Mortgage Loan Division

BY: Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 19 75.



Notary Public signature and title.

My Commission Expires: My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 627 of said County. H. P. Ferguson, CLERK

628

Lot 703, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 182 at Pages 113 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 19 75.



WORTMAN & MANN, INC.
Mortgage Loan Division

BY: Don Barkley
Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 19 75.



Sarah B. Hubbard
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Mar. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 628 Records of REAL ESTATE TRUST DEEDS of said County.

250

14 April 1975.
H. P. Ferguson

Lot 702, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 182 at Pages 111 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of April, 1975.



WORTMAN & MANN, INC. Mortgage Loan Division

BY: Don Barkley, Exec. Vice Pres.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Don Barkley Executive Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 9th day of April, 1975.



Sarah B. Hubbard NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 629 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975. Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

630

RELEASE DEED

Know all men by these presents that for and in consideration of the payment of the indebtedness described in and secured by that certain Deed of Trust dated 6/15/73, executed by WALLACE E. JOHNSON ENTERPRISES, INC. to DESOTO TITLE COMPANY, as Trustee(s), SERVICE MORTGAGE & INVESTMENT CO., INC., as Beneficiary, which Deed of Trust is recorded in Book 162, Page 467, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned SERVICE MORTGAGE & INVESTMENT CO., INC., as Beneficiary, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said WALLACE E. JOHNSON ENTERPRISES, INC., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 296, Greenbrook Subdivision, Section "B" Revised, in Section 19, Township 1 South, Range 7 West, as per plat thereof, recorded in Plat Book 8, Pages 51 and 52 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said WALLACE E. JOHNSON ENTERPRISES, INC. and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

WITNESS our signatures this the 7th. day of April, 1975.

SERVICE MORTGAGE & INVESTMENT CO., INC.
BY: [Signature]
Exec. Vice Pres.

ATTEST:

BY: [Signature]
Asst. Sec. - Treas.

STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey who acknowledged that as Exec. Vice President and Asst. Secretary-Treasurer respectively, for and on behalf of and by authority of SERVICE MORTGAGE & INVESTMENT CO., INC., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 7th. day of April, 1975.

[Signature]
Notary Public

My Commission expires:
My Commission Expires March 15, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this instrument was filed for record at 10 o'clock 30 minutes A. on the 14 day of April, 1975, and that the same has been recorded in Book 184, Page 630 of the Office of Real Estate Trust Deeds.

2.50 pd. 14 April 1975

632

SUBSTITUTION OF TRUSTEE

BY VIRTUE of the authority vested in the undersigned, as owner and beneficiary in that certain Deed of Trust executed by Calip C. Poe and wife Mary E. Poe on the 8th day of September, 1966, to E. R. Edwards, Trustee, recorded in the office of the Chancery Clerk of Desoto County, Mississippi, in Book 91 at Page 431, the Undersigned beneficiary and owner of said Deed of Trust and indebtedness thereby secured, does hereby substitute, constitute and appoint John H. Fox, III, of Jackson, Hinds County, Mississippi, as Substituted Trustee in said Deed of Trust in the place and stead of E. R. Edwards, the original Trustee with all the powers in the execution of said trust as are vested in the original Trustee named therein.

IN WITNESS WHEREOF, the undersigned has executed this instrument of writing on this, the 9th day of April, 1975.

(Seal)

MID STATE HOMES, INC.

BY: H. R. Clarkson
H. R. Clarkson, Vice President

ATTEST:

Becky L. Mook
Becky L. Mook, Asst. Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared H. R. Clarkson and Becky L. Mook well known to me to be the Vice President and Asst. Secretary of MID STATE HOMES, INC. named in the above Substitution of Trustee, and that they severally acknowledged the execution of the same freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, and delivered the foregoing instrument for the purposes therein set forth.

Given under my hand and official seal, this 9th day of April, 1975.

Diana Volante
Notary Public State of Florida at Large
My Commission Expires July 21, 1978

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY.

I certify that the 184 instrument was filed for record at 10 o'clock 30 minutes A. 14 day of April, 1975, and that the same has been recorded in Book 632 of DEEDS OF TRUST DEEDS.

250

14 April 1975
H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

914 PAGE 588
THIS 18 DAY OF June 19 77
W. E. Davis

CHANCERY CLERK
J. B. Cleveland

Registration of this instrument recorded in

Real estate T-10 Book 633
No. 463 Page 176
This the 14th day of Feb. 19 89

W. E. Davis
by D. Taylor, S.C.

222724-71

FORM NO. 1861 REV. 1/75

PRINTED MATTER—LAST WORDS

DEED OF TRUST

STATE OF MISSISSIPPI.

COUNTY OF DeSOTO

WHEREAS,

MORRIS LEE SCOTT and MILDRED M. SCOTT

IS/AHE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

TWENTY EIGHT THOUSAND AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF JUNE 2005

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

MORRIS LEE SCOTT and wife, MILDRED M. SCOTT

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00)

DOLLARS PAID TO GRANTOR BY H. JAMES SCHNEIDER AS TRUSTEE, HEREINAFTER CALLED TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

DESCRIPTION ATTACHED

The lands situated in DeSoto County, Mississippi, described as follows, to-wit:

The East Half of the Northeast Quarter of Section Twenty Three (23), Township Three(3), Range Seven (7) West, containing 80 acres, more or less, SUBJECT HOWEVER to existing easement or right of way for public roads, to existing easement for electric circuit purposes held by Mississippi Power and Light Company, as shown by instrument of record in Book 33, Page 301 of the Deed Records of DeSoto County, Mississippi, and to Oil, Gas, and Mineral Lease held by The Anschutz Corporation, dated May 24, 1973, and of record in Oil, Gas, and Mineral Lease Book 2, Page 81, in the Chancery Court Clerk's Office, DeSoto County, Mississippi.

And containing 80 acres, more or less.

The foregoing description is attached to and made a part of that certain mortgage executed by MORRIS LEE SCOTT et al., dated APRIL 3, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$ 28,000.00.

Morris Lee Scott - Mildred M. Scott
Signed for Identification

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GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION. SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENTS; OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN, IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY, HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF THE DATE OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INSURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY, IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED), TO SATISFY THE INDEBTEDNESS SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 3rd DAY OF APRIL 19 75

Morris Lee Scott
Morris Lee Scott
Mildred M. Scott
Mildred M. Scott

STATE OF MISSISSIPPI }
COUNTY OF DeSOTO }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED
MORRIS LEE SCOTT and wife, MILDRED M. SCOTT

WHO ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 14th DAY OF April 19 75

(SEAL)

MY COMMISSION EXPIRES January 5, 1976

H. P. Ferguson
Chancery Court Clerk
(OFFICIAL CAPACITY)

STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 633 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of April 1975.
Fees \$ _____ pd.
SEAL *H. P. Ferguson* CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 10 O'CLOCK A. M. ON THE 14 DAY OF April 19 75 AND DULY RECORDED ON THE _____ DAY OF _____ 19 _____ ON PAGE _____ OF BOOK _____ OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS _____ DAY OF _____ 19 _____
_____ CHANCERY CLERK

(SEAL)

BY _____ D. C.

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CANCELLED BY AUTHORITY EXERCISED IN 1978
198 PAGE 351
MAY 19 1978
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Louis G. Caldarera and wife, Elaine E. Calarera
To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 11th day of April 19 75 between Louis G. Caldarera and wife Elaine E. Caldarera

of the first part, and The Hernando Bank of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Five Thousand Six Hundred and no/100 Dollars (5,600.00) evidenced by one promissory note of even date and like amount due and repayable in twenty-three equal monthly installments of \$233.00 and one installment of \$241.00, the first of said installments being due and payable on or before the 15th day of May, 1975, with one of said installments due on the 15th day of each succeeding, consecutive month hereafter until entire indebtedness is paid in full with interest from maturity at the rate of 10% per annum for that amount that the party of the second part may furnish the party of the first part during the year 10 not to exceed

and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William W. Ballard Trustee, the part ies of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that now be on hand, and all the crops of every kind to be grown by family, or any hands working with or under either as landlord or tenant or otherwise, during the year 18 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

Part of the northwest quarter of Section 31, Township 2, Range 8 described as BEGINNING at the southwest corner of said northwest quarter; thence North 5° 30' west along the west line of said quarter section 330 feet to a point; thence north 84° 30' east 1,332 feet to a point; thence south 5° 30' east 330 feet to a point; thence south 84° 30' west, 1,332.0 feet to the point of beginning and containing 10 acres, more or less, and being further described as the south 10 acres of a certain 32.3 acre tract as described in Deed Book 76, Page 569 of the Deed Records of DeSoto County, Mississippi.

First Party covenant with Second Party to maintain fire and extended coverage insurance on any buildings located on said land during the life of this trust deed with loss payable clause in favor of Second Party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness on or before the as hereinabove stated 19 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part Y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above. *Louis G. Caldarera*
Witness *Elaine E. Caldarera*

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority Louis G. Caldarera and wife Elaine E. Caldarera of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 11th day of April 19 75 My Commission Expires (SEAL) *Elmer M. Brubee* Clerk By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn

STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 636 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees \$ 2.50 pd. SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
283 PAGE 235
THIS 5 DAY OF May 1982
H. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
M.S.F.O. Shoppe, Inc.

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank & Trust of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of One Hundred Twenty Thousand and No/100-----DOLLARS (\$120,000.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of see below per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in seven (7) years from date with interest at the rate of ten percent (10%) per annum on Bank's 30% share, and six and one half (6 1/2) percent per annum on SBA's 70% share of loan, and installments including principal and interest, each in the amount of \$1,845.00 payable monthly, beginning one (1) month from date; each said installment shall be applied first to interest accrued to date of receipt of said installment and the balance, if any, to principal, and the balance of principal and interest payable seven (7) years from date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot in the Town of Olive Branch in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as COMMENCING at the intersection of the West right of way of U. S. Highway 78 and South right of way of Blocker Avenue, in the Town of Olive Branch, Mississippi; thence South along said Highway right of way 125 feet to a point; said point being the point of beginning of the hereinafter described tract; thence continuing Southward along said highway right of way 84 feet to a point; thence Westerly and parallel to said right of way of Blocker Avenue 209 feet to an iron pin; thence Northward parallel to said highway right of way 84 feet to a point; thence Easterly parallel to said Blocker Avenue 209 feet to the point of beginning and being part of the same lot conveyed to P. B. Johnson, et ux, by deed from N. J. Brantley, et ux as of record in Book 87, Page 576, of the Land Deed Records of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of April 19 75.

M.S.F.O. Shoppe, Inc.

By: Scotty C. Davidson, Secretary

By: Jeanette R. Johnson, President

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named _____

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____ 19 75.

My Commission Expires: _____ Notary Public

640

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Scotty C. Davidson and Jeanette R. Johnson, Secretary and President,

respectively of the above named M.S.F.O. Shoppe, Inc.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 10th day of April 1975.

[Signature]
Notary Public

My Commission Expires: 5-8-77

LAND DEED OF TRUST

from _____
to _____

Trustee

Filed for Record April 14, 1975
10:30 o'clock A. M.

[Signature] Clerk

STATE OF MISSISSIPPI
DeSoto County

Chancery
Court

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 14 day of April, 1975 and was duly recorded the _____ day of _____, 1975.

Book No. _____ In my office.

Witness my hand and seal of office, this

day of _____, 1975.

_____ Clerk

_____ D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 637 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees \$ 5.00 pd.

SEAL *[Signature]* CLERK

6/1 No.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of October 19 74, made and executed by Thomas Lee Plunkett and
wife, Ruby Stine Plunkett of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 180 on page 473
of the Record of Trust Deeds, on the 17th day of October, A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 11th day of April, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said THE HERNANDO BANK, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 11 day of April, A. D. 19 75

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LA 2000-0000000 67044

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 14 day of April 1975, and that the same has been
recorded in Book 184 Page 641 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of April 1975.

Time 2.50 P.M.

[Signature] CLERK
H. P. Ferguson

642

OK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 5th day of December 19 73, made and executed by Joe D. Halford
of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 169 on page 208
of the Record of Trust Deeds, on the 12th day of December, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 11th day of April, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said THE HERNANDO BANK, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 11th day of April, A. D. 19 75
[Signature]

My Commission Expires Jan. 7, 1978

LAWRENCE-GRIFFIN CO. 87244

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 14 day of April 1975, and that the same has been
recorded in Book 184 Page 642 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 14 day of April, 1975.
Fees 2.50

[Signature]
H. P. Ferguson, CLERK

OK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 3rd day of May 19 72, made and executed by J. G. Donner and wife,
Betty L. Donner of The Hernando Bank
to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 142 on page 37
of the Record of Trust Deeds, on the 5th day of May A. D. 19 72, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 11th day of April, 19 75.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said THE HERNANDO BANK, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 11th day of April A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 47844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 14 day of April 1975, and that the same has been
recorded in Book 184 Page 643 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 14 day of April 1975.

Fee \$ 2.50

H. P. Ferguson, CLERK

644

o/s
1/11

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of January 19 73, made and executed by Samuel R. Estes, and wife
Jacquelyn A. Estes of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Assignment Trust Deed Record No. 152 on page 444
of the Record of Trust Deeds, on the 8th day of January, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 2th day of April, 19 _____.

THE HERNANDO BANK

[Signature]
By: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
in and for County and State aforesaid A. S. Ballard, Jr. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of
said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of April, A. D. 19 75

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LAWRENCE-GREENWOOD 87544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. 14 day of April 1975, and that the same has been
recorded in Book 184 page 644 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this 14 day of April, 1975.

2.50

[Signature]
H. P. Ferguson CLERK

ASSIGNMENT

For value received, EARL SARTAIN and TRAVIS R. CRENSHAW, JR., assignors herein, do hereby assign, transfer and set over to BANK OF MISSISSIPPI, all of their right, title and interest in and to that certain Deed of Trust given by GARY N. STRICKLAND AND MARIE TRISDALE to James W. Amos, Trustee, in favor of EARL SARTAIN AND TRAVIS R. CRENSHAW, JR., dated January 21, 1975, and recorded in Deed of Trust Book 54, Pages 188-191 in the office of the Chancery Clerk of Benton County, Mississippi.

THIS the 8th day of April, 1975.

Earl Sartain
EARL SARTAIN

Travis R. Crenshaw, Jr.
TRAVIS R. CRENSHAW, JR.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named EARL SARTAIN AND TRAVIS R. CRENSHAW, JR., who acknowledged that they signed and delivered the above and foregoing Assignment on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 8th day of April, 1975.



Linda C. Perry
NOTARY PUBLIC

My commission expires:

Nov. 24, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 645 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of April 1975.

Fees 2.50

H. P. Ferguson, CLERK

646

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

City Savings Bank of Pittsfield
of Pittsfield, Massachusetts, that certain Deed of Trust executed by

Glenn William Spears and wife, Alva Darlene Spears
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 20th day of November, 1974 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 181 at Page 539 and re-recorded in Book 182 at Page 393 in the Office of the Chancery Clerk of DeSoto County Mississippi

, all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 31,000.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 11th day of April, 1975

WORTMAN & MANN, INC.

BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:

BY: [Signature]
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 11th day of April, 1975

My Commission Expires Aug. 2, 1978

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. on the 14 day of April 1975, and that the same has been recorded in Book 184 of the records of REAL ESTATE TRUST DEEDS

14 April 1975

[Signature]

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

GEORGE E. PRESTAGE and wife, PATRICIA ANN PRESTAGE,

of the first part, hereinafter designated as the Grantor,

H. R. Garner, Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of NINE THOUSAND ONE HUNDRED SEVENTY-SIX AND 40/100 - - - - - DOLLARS (\$ 9,176.40) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Sixty (60) equal monthly installments of \$152.94 each, the first installment being due and payable on the 31st day of May, 1975, with a like installment being due and payable on the 31st day of each and every successive month thereafter, the final installment being due and payable on the 31st day of April, 1980, or until paid.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

CANCELLED BY AUTHORITY RECORDED IN BOOK

224 PAGE 465

THIS 1st DAY OF May 1978

H. B. Ferguson
CLERK

(Description of Property attached.)

The lot or parcel of land in the Northeast Quarter of Section 34, Township 3 South, Range 8 West, in DeSoto County, Mississippi, described more specifically as: BEGINNING at the Northeast Corner of the lot conveyed to George Baucum and wife, Shirley A. Baucum by deed of date January 10, 1955, of record in Book 42, Page 55 of the Deed Records of DeSoto County, Mississippi; thence West along the North line of said Baucum lot 9 chains and 23-1/4 links to the Northwest Corner of the said Baucum lot; thence North 100 feet to a stake; thence East 9 chains and 23-1/4 links to a stake; thence South 100 feet to the Point of Beginning; and being the same land conveyed by Warranty Deed of date January 10, 1955, executed by H. N. Crawford to Jesse V. Owens and wife, Margaret Louise B. Owens, of record in Book 42, Page 56 of the Deed Records of DeSoto County, Mississippi;

Together with all appurtenances and improvements thereunto belonging.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11 day of April, 1975.

George E. Prestage
George E. Prestage
Patricia Ann Prestage
Patricia Ann Prestage

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named GEORGE E. PRESTAGE and wife,
PATRICIA ANN PRESTAGE, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of April, 1975.
My Commission Expires April 31 1979
Maude B. Hays
Notary Public
(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 25 minutes P. M. 14 day of April 1975, and that the same has been recorded in Book 184 Page 647 of the RECORDS OF REAL ESTATE TRUST DEEDS

14 April 1975.
H. P. ...
5.00

650
CANCELLED BY AUTHORITY RECORDED IN BOOK
191 385
THIS 1 OF 0 19 25
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

ROBERT E. McCASKILL and wife, ANN B. McCASKILL,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, Horn Lake, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FOUR THOUSAND AND NO/100 - - - - - DOLLARS
(said note providing for possible future advances up to \$42,000.00),
(\$ 4,000.00) evidenced by one (1) promissory note / of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before August 2 , 1975.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

Lot No. 23, Wilco Estates, recorded in Plat Book 9, Pages 19-22, Chancery Court Clerk's Office, DeSoto County, Mississippi. (Located in Section 7, Township 4 South, Range 7 West, DeSoto County, Mississippi.)

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto; and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4 day of April, 1975.

Robert E. McCaskill
Robert E. McCaskill
Ann B. McCaskill
Ann B. McCaskill

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named ROBERT E. McCASKILL and wife, ANN B. McCASKILL, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 4 day of April, 1975.

My Commission Expires: June 2, 1977

Mary Ellen Robinson
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
30 minutes P. M. 14 day of April 1975, and that the same has been
recorded in Book 184 Page 650 records of REAL ESTATE TRUST DEEDS

14

April

1975.

5.00

H. P. Ferguson